

01-417-CD
NBOC BANK -vs- GARY L. WEYANDT et al

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

NBOC BANK,

Plaintiff

VS.

GARY L. WEYANDT and
BREE R. WEYANDT,

Defendants

NO. 01 -417- C.D.

TYPE OF CASE: CIVIL

TYPE OF PLEADING: COMPLAINT

FILED ON BEHALF OF: PLAINTIFF

COUNSEL OF RECORD:
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO.: 63494

BLAKLEY, JONES & MOHNEY
90 BEAVER DRIVE, BOX 6
DU BOIS, PA 15801
(814) 371-2730

FILED

MAR 26 2001

William A. Shaw
Prothonotary

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

| | | | |
|---------------------|---|----------|--------|
| NBOC BANK, | : | NO. 01 - | - C.D. |
| | : | | |
| Plaintiff | : | | |
| | : | | |
| VS. | : | | |
| | : | | |
| GARY L. WEYANDT and | : | | |
| BREE R. WEYANDT, | : | | |
| | : | | |
| Defendants | : | | |

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED 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.

DAVID MEHOLICK, COURT ADMINISTRATOR
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

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

| | | | |
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| NBOC BANK, | : | NO. 01 - | - C.D. |
| | : | | |
| Plaintiff | : | | |
| | : | | |
| VS. | : | | |
| | : | | |
| GARY L. WEYANDT and | : | | |
| BREE R. WEYANDT, | : | | |
| | : | | |
| Defendants | : | | |

COMPLAINT

AND NOW, comes the Plaintiff, **NBOC BANK**, who files the following Complaint in Mortgage Foreclosure and in support thereof, the following is averred:

1. Plaintiff **NBOC BANK** is a Pennsylvania banking corporation, with a branch office place of business at 709 Hannah Street, Houtzdale, Clearfield County, Pennsylvania 15701.

2. Defendant **GARY L. WEYANDT** is an adult individual with a last known address at R.R. # 1, Box 770, Osceola Mills, Clearfield County, Pennsylvania 16666.

3. Defendant **BREE R. WEYANDT** is an adult individual with a last known address at R. R. # 1, Box 770, Osceola Mills, Clearfield County, Pennsylvania 16666.

4. On October 31, 1997, Defendants executed and delivered to Plaintiff a Purchase Money Mortgage and a Promissory Note upon the premises hereinafter described which Purchase Money Mortgage was recorded on November 3, 1997, in Clearfield County Deed and Records Book

Volume 1884, page 248. True and correct copies of the Purchase Money Mortgage and Promissory Note are attached hereto as Exhibits "A" and "B", respectively and are incorporated herein by reference.

5. Said Mortgage has not been assigned.

6. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on November 6, 2000, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "C" and "D", respectively, and are incorporated herein by reference.

7. More than thirty (30) days have elapsed since the Notice of Homeowner's Emergency Mortgage Assistance was mailed to the Defendants and the Defendants have not requested a face-to-face meeting with the Plaintiff, nor has Plaintiff received notice that the Defendants have requested such a meeting with a consumer credit counseling agency or applied for assistance under the Act.

8. The premises subject to the Mortgage is the property located at R.R. # 1, Osceola Mills, Clearfield County, Pennsylvania, 16666 and is described on Exhibit "E" attached hereto and made a part hereof.

9. Said Mortgage is in default because the principal payments due upon said Mortgage are overdue and in default for a period of more than thirty (30) days and, by the terms of said Purchase Money Mortgage and Promissory Note secured thereby, the whole of said unpaid balance of principal is immediately due and payable.

10. The unpaid balance of the indebtedness due Plaintiff under the terms of the said Purchase Money Mortgage and Promissory Note secured thereby is:

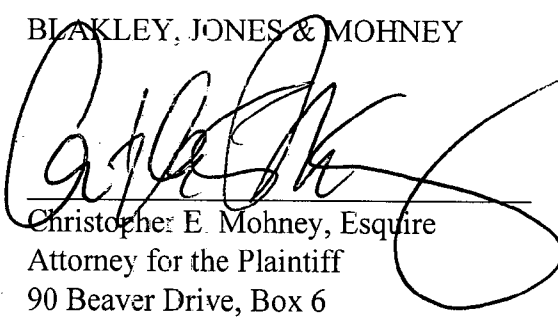
| | |
|-----------------------------------|------------------|
| Current Balance - | \$19,566.66 |
| Interest payoff (as of 2/22/01) - | \$ 1,268.67 |
| Late Fees - | \$ 61.50 |
| Attorney's fee - | \$ <u>500.00</u> |
| TOTAL: | \$21,396.83 |

WHEREFORE, Plaintiff demands judgment in the amount of \$21,396.83, plus interest thereon at a per diem rate of 6.5059 on unpaid principal balance from February 22, 2001 and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **GARY L. WEYANDT and BREE R. WEYANDT.**

Respectfully submitted,

BLAKLEY, JONES & MOHNEY

BY:

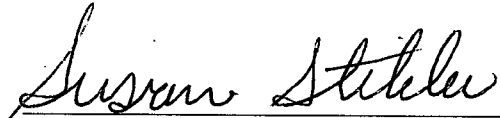


Christopher E. Mohny, Esquire
Attorney for the Plaintiff
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730

VERIFICATION

I, SUSAN STITELER, Assistant Vice President of NBOC BANK, being duly authorized to make this verification, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.



Susan Stiteler

RECORDATION REQUESTED BY:

NBOC BANK
709 Hannah St.
Houtzdale, PA 16651

WHEN RECORDED MAIL TO:

NBOC BANK
Loan Servicing Center
P. O. Box 400
Indiana, PA 15701-0400

SEND TAX NOTICES TO:

Gary L Weyandt and Bree R Weyandt
316 Railroad St
Osceola Mills, PA 16666

CLEARFIELD COUNTY
ENTERED OF RECORD

TIME 10:42 A 11-3-97

BY John C. Carpenter

FEES 196.50

Karen L. Starck, Recorder

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS IS A PURCHASE MONEY MORTGAGE

THIS MORTGAGE IS DATED OCTOBER 31, 1997, between Gary L Weyandt and Bree R Weyandt, husband & wife, whose address is 316 Railroad St, Osceola Mills, PA 16666 (referred to below as "Grantor"); and NBOC BANK, whose address is 709 Hannah St., Houtzdale, PA 16651 (referred to below as "Lender").

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

ALL THAT CERTAIN PARCEL SITUATED IN THE TOWNSHIP OF DECATUR, COUNTY OF CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA, BEING THE SAME PREMISES WHICH VESTED IN THE MORTGAGOR BY DEED DATED 10/31/97, OF RECORD IN CLEARFIELD COUNTY, DEED BOOK VOLUME 1884, PAGE 344, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.

The Real Property or its address is commonly known as RR 1, Osceola Mills, PA 16666.

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

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

Grantor. The word "Grantor" means Gary L Weyandt and Bree R Weyandt. The Grantor is the mortgagor under this Mortgage.

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

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

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

Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release, of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

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

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

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

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of a tax, assessment, or claim, Grantor shall, within sixty (60) days after the date of the lien, file a notice of contest with the appropriate authority.

Escrow Items when due. Lender will not charge for holding and applying the Escrow Funds, analyzing the account, or verifying the Escrow Items, unless Lender pays Grantor interest on the Escrow Funds and applicable law permits Lender to make such a charge. Grantor and Lender may agree in writing that interest shall be paid on the Escrow Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Grantor any interest or earnings on the Escrow Funds. The Escrow Funds are pledged as additional security for the amounts secured by this Mortgage. If the amount of the Escrow Funds held by Lender, together with the future monthly payments of Escrow Funds prior to the due dates of the Escrow Items, shall exceed the amount required to pay the Escrow Items when due, the excess shall be, at Grantor's option, either promptly repaid to Grantor or credited to Grantor in scheduled payments of Escrow Funds. If the amount of the Escrow Funds held by Lender is not sufficient to pay the Escrow Items when due, Grantor shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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

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

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

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Tax section and deposits with Lender such sum as is sufficient to cover the tax.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Insecurity. Lender in good faith deems itself insecure.

Right to Cure. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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

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

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

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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

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

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

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold or becomes entitled to possession of the Property, Lender may, at its option, treat Grantor as a tenant at sufferance and may, without notice, terminate Grantor's possession of the Property and may, without notice, re-rent the Property to a third party at a rental rate not less than the rental rate then being charged for similar property in the same area.

1. Mandatory Arbitration: Any controversy or claim between or among the **BORROWER** and **LENDER**, including but not limited to those arising out of or relating to this **AGREEMENT** or any of the **COLLATERAL SECURITY DOCUMENTS**, including any claim based on or arising from an alleged tort, shall be determined by arbitration in accordance with the Uniform Arbitration Act, 42 PA C.S.A. Section 7301 et seq. and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding under this **Section**. Judgment upon the award rendered may be entered in any court having jurisdiction.

2. Provisional Remedies, Self Help and Foreclosure: No provision of, or the exercise of any rights under **Section 1**, shall limit **LENDER'S** right to exercise self help remedies such as setoff, to foreclose against any real or personal property collateral, to confess judgment under the **NOTE** or to obtain provisional or ancillary remedies such as injunctive relief or the appointment of a receiver from a court having jurisdiction before, during or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief, confession of judgment or pursuit of provisional or ancillary remedies or exercise of self help remedies shall not constitute a waiver of the right of **LENDER** to submit the controversy or claim to arbitration.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

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

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

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

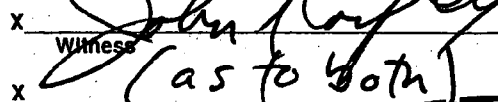
THIS MORTGAGE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

GRANTOR:

x  (SEAL)
Gary L. Weyandt

x  (SEAL)
Bree R. Weyandt

Signed, acknowledged and delivered in the presence of:

x 
Witness
x (as to both)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania)

) ss

COUNTY OF Centre)

On this, the 31st day of October, 19 97, before me a Notary Public, the undersigned Notary Public, personally appeared Gary L Weyandt and Bree R Weyandt, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

NOTARIAL SEAL
JOHN R. CARFLEY, Notary Public
Philipsburg Boro, Centre County, PA
My Commission Expires April 18, 2000

John R. Carfley
Notary Public in and for the State of Pa.

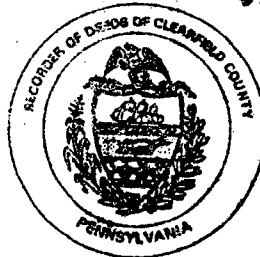
EXHIBIT A

ALL that certain house and lot situate in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Southeastern corner of land of Donald Cartwright, said corner being situate on the Northern side of Pa. Route 53; thence in a Northern direction along the Eastern boundary line of Donald Cartwright Two Hundred Sixty-One (261') feet to a point on the Southern side of right-of-way line now or formerly of Pennsylvania Railroad; thence in an Eastern direction along said right-of-way One Hundred Fifty-two (152') feet, more or less, to a point; thence in a Southern direction Two Hundred Seventy (270') feet to a point on the Northern side of Pa. Route 53, thence in a Western direction along Pa. Route 53, One Hundred Fifty-two (152') feet, more or less, to point and place of beginning.

BEING the same premises granted and conveyed unto the Mortgagors herein by deed of Shuhler Farms dated October 31, 1997, and entered for record in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deeds & Records Volume 1884, Page 244

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



Karen L. Starck

Karen L. Starck
Recorder of Deeds

PROMISSORY NOTE

| Principal | Loan Date | Maturity | Loan No | Call | Collateral | Account | Officer | Initials |
|---|------------|------------|---------|------|------------|---------|---------|----------|
| \$25,000.00 | 10-31-1997 | 11-01-2013 | 1108489 | m020 | | | WLB | |
| References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. | | | | | | | | |

Borrower: Gary L Weyandt (SSN: 181-56-5457)
Bree R Weyandt (SSN: 179-58-1602)
316 Railroad St
Osceola Mills, PA 16666

Lender: NBOC BANK
Houtzdale Office
709 Hannah St.
Houtzdale, PA 16651

Principal Amount: \$25,000.00

Date of Note: October 31, 1997

Maturity Date: November 1, 2013

PROMISE TO PAY. I promise to pay to NBOC BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twenty Five Thousand & 00/100 Dollars (\$25,000.00), together with interest on the unpaid principal balance from October 31, 1997, until paid in full.

PAYMENT. I will pay this loan in accordance with the following payment schedule:

24 consecutive monthly principal and interest payments of \$245.98 each, beginning December 1, 1997, with interest calculated on the unpaid principal balances at an interest rate of 2.000% per annum; and 168 consecutive monthly principal and interest payments of \$245.92 each, beginning December 1, 1999, with interest calculated on the unpaid principal balances at an interest rate of 11.970% per annum. My final payment of \$245.92 will be due on November 1, 2013. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

PREPAYMENT. I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments.

LATE CHARGE. If a payment is 16 days or more late, I will be charged 5.000% of the regularly scheduled payment.

DEFAULT. I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me or on my behalf is false or misleading in any material respect either now or at the time made or furnished. (d) I die or become insolvent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. This includes a garnishment of any of my accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note. (g) Lender in good faith deems itself insecure.

If any default, other than a default in payment, is curable and if I have not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if I, after receiving written notice from Lender demanding cure of such default: (a) cure the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, the Commonwealth of Pennsylvania. Subject to the provisions on arbitration, this Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

RIGHT OF SETOFF. I grant to Lender a contractual possessory security interest in and hereby assign to Lender all of my right, title, and interest in and to all property now or hereafter owned by me, in whole or in part, to secure the performance of my obligations under this Note.

Date: November 6, 2000

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 this Notice. If you have any questions, you may call the Pennsylvania Housing Finance

Agency toll free at 1-800-342-2397 (Persons with impaired hearing can call (717) 780-1869).

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION 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.

* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Gary L. Weyandt II

PROPERTY ADDRESS: RR 1, Osceola Mills PA 16666

LOAN ACCT. NO.: 011-1108489

ORIGINAL LENDER: NBOC Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: RR 1, Osceola Mills PA 16666

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: September, October and November 2000 totaling \$954.57

Other charges (explain/itemize): Late fees of \$24.60

TOTAL AMOUNT PAST DUE: \$979.17

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

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 \$979.17, 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:

FIRST COMMONWEALTH BANK

PO BOX 400, ECP-LOWER LEVEL

INDIANA PA 15701

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

IF YOU DO NOT CURE THE DEFAULT -- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its 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. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$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 principal balance and all other sums due under the mortgage.

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

you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately one (1) month from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: NBOC Bank

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Ray Clawson

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 X may or may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, 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.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)

CLEARFIELD COUNTY

**Keystone Economic Development
Corporation**

**1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX # (814) 539-1688**

**Indiana County Community
Action Program**

**827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX # (724) 465-5118**

**Consumer Credit Counseling Service
of Western Pennsylvania, Inc.**

**500-02 3rd Avenue
P.O. Box 278
Duncansville, PA 16635
(814) 696-3546**

Date: November 6, 2000

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.
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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.

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* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Bree R. Weyandt

PROPERTY ADDRESS: RR 1, Osceola Mills PA 16666

LOAN ACCT. NO.: 011-1108489

ORIGINAL LENDER: NBOC Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

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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.

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Other charges (explain/itemize): Late fees of \$24.60

TOTAL AMOUNT PAST DUE: \$979.17

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FIRST COMMONWEALTH BANK

PO BOX 400, FCP-LOWER LEVEL

INDIANA PA 15701

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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.

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Name of Lender: NBOC Bank

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Ray Clawson

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 X may or may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, 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.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)

CLEARFIELD COUNTY

**Keystone Economic Development
Corporation**

**1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX # (814) 539-1688**

**Indiana County Community
Action Program**

**827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX # (724) 465-5118**

**Consumer Credit Counseling Service
of Western Pennsylvania, Inc.**

**500-02 3rd Avenue
P.O. Box 278
Duncansville, PA 16635
(814) 696-3546**

SENDER: COMPLETE THIS SECTION

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, on the front if space permits.

Article Addressed to:

Bree R. Weyandt
P.O. Box 180
Brisbin, PA 16620

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

Gary L. Weyandt

B. Date of Delivery

11-09-00

C. Signature

X Gary L. Weyandt

☒ Agent

☐ Addressee

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☒ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

Article Number (Copy from service label)

099 3400 0015 3632 8101

Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- ☐ Complete items 1 and/or 2 for additional services. Complete items 3, 4a, and 4b.
- ☐ Print your name and address on the reverse of this form so that we can return this card to you.
- ☐ Attach this form to the front of the mailpiece, or on the back if space does not permit.
- ☐ Write "Return Receipt Requested" on the mailpiece below the article number.
- ☐ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. ☐ Addressee's Address
- 2. ☐ Restricted Delivery

3. Article Addressed to:

Bree Weyandt
RR 1 Box 770
Osceola Mills, PA 16666

4a. Article Number

2 314 429 849

4b. Service Type

☐ Registered

☒ Certified

☐ Express Mail

☐ Insured

☒ Return Receipt for Merchandise

☐ COD

7. Date of Delivery

11/30/99

5. Received By: (Print Name)

Bree Weyandt

8. Addressee's Address (Only if requested and fee is paid)

100 Walker St.
Osceola Mills, Pa. 16664

6. Signature (Addressee or Agent)

PS Form 3811, December 1994

102595-99-B-0223

Domestic Return Receipt

ALL that certain house and lot situate in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Southeastern corner of land of Donald Cartwright, said corner being situate on the Northern side of Pa. Route 53; thence in a Northern direction along the Eastern boundary line of Donald Cartwright Two Hundred Sixty-One (261') feet to a point on the Southern side of right-of-way line now or formerly of Pennsylvania Railroad; thence in an Eastern direction along said right-of-way One Hundred Fifty-two (152') feet, more or less, to a point; thence in a Southern direction Two Hundred Seventy (270') feet to a point on the Northern side of Pa. Route 53, thence in a Western direction along Pa. Route 53, One Hundred Fifty-two (152') feet, more or less, to point and place of beginning.

BEING the same premises granted and conveyed unto the Mortgagors herein by deed of Shuhler Farms dated October 31, 1997, and entered for record in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deeds & Records Volume 1884, Page 244

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
NO. 01 -
- C.D.

NBOC BANK,

Plaintiff

VS.

GARY L. WEYANDT, and
BREE R. WEYANDT,

Defendant

COMPLAINT

FILED

MAR 26 2001

William A. Shaw
Prothonotary

LAW OFFICES
BLAKLEY, JONES & MOHNEY
90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

300/18.12/atty Mohney
PA \$80.00
3cc atty Mohney

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10830

NBOC BANK

01-417-CD

VS.

WEYANDT, GARY L. And BREE R. WEYANDT

COMPLAINT

SHERIFF RETURNS


NOW APRIL 2, 2001 DENNY NAU, SHERIFF OF CENTRE COUNTY WAS
DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO
SERVE THE WITHIN COMPLAINT ON GARY L. & BREE R. WEYANDT, DEFENDANTS

NOW APRIL 17, 2001 SERVED THE WITHIN COMPLAINT ON GARY L. WEYANDT
AND BREE R. WEYANDT, DEFENDANTS BY DEPUTIZING THE SHERIFF OF
CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND
MADE A PART OF THIS RETURN STATING THAT HE SERVED BOTH COPIES ON
BREE WEYANDT.

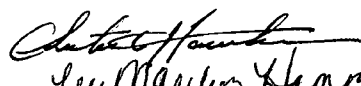
Return Costs

| Cost | Description |
|-------------|--------------------------|
| 46.34 SHFF. | HAWKINS PAID BY: PLFF. |
| 53.00 SHFF. | NAU PAID BY: ATTY. |
| 20.00 | SURCHARGE PAID BY: PLFF. |

Sworn to Before Me This

23rd Day Of April 2001

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

So Answers,


Chester A. Hawkins
Sheriff

FILED

APR 23 2001
01:18
William A. Shaw
Prothonotary

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

| | |
|---|--|
| SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN | INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies. |
|---|--|

| | |
|--|--|
| 1. Plaintiff(s) NBOC Bank | 2. Case Number 01-417-CD |
| 3. Defendant(s) Gary L. + Bree Weyandt | 4. Type of Writ or Complaint: Complaint + Notice |
| SERVE → AT { 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. Gary L. Weyandt 6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) 100 Walker St. Osceola Mills, Pa. | |
| 7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other | |
| Now, <u>20</u> I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ Sheriff of Centre County | |
| 8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE | |

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whom ever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

| | | |
|---|----------------------|----------|
| 9. Print/Type Name and Address of Attorney/Originator | 10. Telephone Number | 11. Date |
| 12. Signature | | |

| SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE | | | |
|---|----------------|-----------------------------|--|
| 13. I acknowledge receipt of the writ or complaint as indicated above. } SIGNATURE of Authorized CCSD Deputy of Clerk and Title | 14. Date Filed | 15. Expiration/Hearing Date | |

| TO BE COMPLETED BY SHERIFF | |
|---|--|
| 16. Served and made known to Bree Weyandt , on the 17 day of April , 20 01 , at 1:45 o'clock, P m., at SAME AS ABOVE ADDRESS , County of Centre Commonwealth of Pennsylvania, in the manner described below: <input type="checkbox"/> Defendant(s) personally served. <input checked="" type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is WIFE <input type="checkbox"/> Adult in charge of Defendant's residence. <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s). <input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. <input type="checkbox"/> _____ and officer of said Defendant company. <input type="checkbox"/> Other _____ | |
| On the _____ day of _____, 20____, at _____ o'clock, _____ M. Defendant not found because: <input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____ | |
| Remarks: | |

| | | | | | | | | | |
|---|-----------------------|-------------------------|------------------------|--|-------------------------|-----------------------|----------------------|-----------------------------|-------------------------------------|
| Advance Costs 75.00 | Docket 9.00 | Service 15.00 | Sur Charge - | Affidavit 3.50 | Mileage 23.00 | Postage .50 | Misc. 2.00 | Total Costs 53.00 | Costs Due or Refund 22.00 |
| 17. AFFIRMED and subscribed to before me this 18 | | | | So Answer. | | | | | |
| 20. day of April 2001 | | | | 18. Signature of Dep. Sheriff Todd Weyandt | | | | 19. Date 4/17/01 | |
| 23. Caranne Peters Notary Public | | | | 21. Signature of Sheriff | | | | 22. Date | |
| My Commission Expires Aug. 28, 2001 | | | | SHERIFF OF CENTRE COUNTY | | | | | |
| 24. I ACKNOWLEDGE BEFORE ME OF THE SHERIFF'S RETURN SIGNATURE | | | | Amount Pd. _____ | | | | Page _____ | |
| 25. Date Received | | | | | | | | | |

SHERIFF'S OFFICE

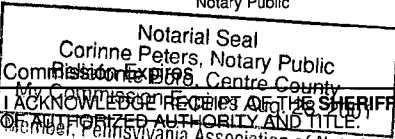
CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

| | | | |
|--|--|---|--|
| SHERIFF SERVICE | | INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies. | |
| PROCESS RECEIPT, AND AFFIDAVIT OF RETURN | | | |
| 1. Plaintiff(s) <u>N B O C Bank</u> | | 2. Case Number <u>01-417-CD</u> | |
| 3. Defendant(s) <u>Gary L. & Bree R. Weyandt</u> | | 4. Type of Writ or Complaint: <u>Complaint & Notice</u> | |
| SERVE → AT { | | 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. <u>Bree R. Weyandt</u> | |
| | | 6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <u>100 Walker St. Osceola Mills, Pa.</u> | |
| 7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other | | | |
| Now, <u>20</u> I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ Sheriff of Centre County | | | |
| 8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE | | | |

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

| | | | |
|---|--|----------------------|----------|
| 9. Print/Type Name and Address of Attorney/Originator | | 10. Telephone Number | 11. Date |
| | | 12. Signature | |

| | | | | | | | | | |
|---|-------------|--|------------|---|----------------|------------|-----------------------------|----------------------------|---------------------|
| SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE | | | | | | | | | |
| 13. I acknowledge receipt of the writ or complaint as indicated above. } | | SIGNATURE of Authorized CCSD Deputy of Clerk and Title | | | 14. Date Filed | | 15. Expiration/Hearing Date | | |
| TO BE COMPLETED BY SHERIFF | | | | | | | | | |
| 16. Served and made known to <u>Bree R Weyandt</u> , on the <u>17</u> day of <u>April</u> , 20 <u>01</u> , at <u>1:45</u> o'clock, <u>P</u> m., at <u>SAME AS ABOVE ADDRESS</u> , County of Centre Commonwealth of Pennsylvania, in the manner described below: <input checked="" type="checkbox"/> Defendant(s) personally served. <input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is _____ <input type="checkbox"/> Adult in charge of Defendant's residence. <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s). <input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. <input type="checkbox"/> _____ and officer of said Defendant company. <input type="checkbox"/> Other _____ On the _____ day of _____, 20 _____, at _____ o'clock, _____ M. Defendant not found because: <input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____ Remarks: | | | | | | | | | |
| Advance Costs | Docket | Service | Sur Charge | Affidavit | Mileage | Postage | Misc. | Total Costs | Costs Due or Refund |
| <u>75.00</u> | <u>9.00</u> | <u>15.00</u> | <u>-</u> | <u>3.50</u> | <u>23.00</u> | <u>.50</u> | <u>2.00</u> | <u>53.00</u> | <u>22.00</u> |
| 17. AFFIRMED and subscribed to before me this <u>18</u> | | | | So Answer. | | | | | |
| 20. day of <u>April</u> 2001 | | | | 18. Signature of Dep. Sheriff <u>Todd Miller</u> | | | | 19. Date <u>4/17/01</u> | |
| 23. <u>Corinne Peters</u> Notary Public | | | | 21. Signature of Sheriff | | | | 22. Date | |
|  | | | | SHERIFF OF CENTRE COUNTY | | | | | |
| | | | | Amount Pd. _____ Page _____ | | | | | |
| 24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE. | | | | | | | | 25. Date Received | |



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

#573
OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533
CLEARFIELD COUNTY FAX
(814) 765-6089

DARLENE SHULTZ
CHIEF DEPUTY

MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NBOC BANK

VS

GARY L. & BREE R. WEYANDT

NO. 01-417-CD

ACTION: COMPLAINT

SERVE BY: 4/25/01

Or

HEARING DATE:

SERVE: GARY L. & BREE R. WEYANDT

ADDRESS: 100 Walker St., Osceola Mills, Pa.

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

This Deputation being made at the request and risk of the Plaintiff this 2nd day of APRIL 2001.

Respectfully,


CHESTER A. HAWKINS
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO:

1581-AA 75-00

BLAKLEY, JONES & MOHNEY Attorneys

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

NBOC BANK,

Plaintiff

VS.

GARY L. WEYANDT and
BREE R. WEYANDT,

Defendants

NO. 01 - 417 - C.D.

TYPE OF CASE: CIVIL

TYPE OF PLEADING: PRAECIPE FOR
DEFAULT JUDGMENT

FILED ON BEHALF OF: PLAINTIFF

COUNSEL OF RECORD:
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO.: 63494

BLAKLEY, JONES & MOHNEY
90 BEAVER DRIVE, BOX 6
DU BOIS, PA 15801
(814) 371-2730

FILED

AUG 16 2001

William A. Shaw
Prothonotary

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

| | | |
|---------------------|---|---------------------|
| NBOC BANK, | : | NO. 01 - 417 - C.D. |
| | : | |
| Plaintiff | : | |
| | : | |
| VS. | : | |
| | : | |
| GARY L. WEYANDT and | : | |
| BREE R. WEYANDT, | : | |
| | : | |
| Defendants | : | |

PRAECIPE FOR DEFAULT JUDGMENT

TO: WILLIAM A. SHAW, PROTHONOTARY

Enter judgment in the above captioned action in favor of the Plaintiff and against the Defendants for failure to file an Answer to Plaintiff's Complaint within twenty days of service of the Complaint and assess damages as follows:

| | | |
|----|------------------|---------------|
| 1. | Current Balance- | \$19,556.66 |
| 2. | Interest payoff- | 1,268.67 |
| 3. | Late Fees- | 61.50 |
| 4. | Attorney's Fee- | <u>500.00</u> |
| | TOTAL: | \$21,396.83 |

The undersigned certifies that written notice of intention to file this Praecipe for Default Judgment in the form attached hereto was mailed to the Defendants by first class regular mail on

July 11, 2001, as required by Pa. R.C.P. Rule 237.1.

BLAKLEY, JONES & MOHNEY

BY: 

Christopher E. Mohny, Esquire

Attorney for Plaintiff

I.D. # 63494

90 Beaver Drive, Box 6

Du Bois, PA 15801

(814) 371-2730

NOW this _____ day of _____, 2001, damages are assessed in the amount
of \$21,396.83.

William A. Shaw, Prothonotary

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

NBOC BANK,

Plaintiff

VS.

GARY L. WEYANDT and
BREE R. WEYANDT,

Defendants

NO. 01 - 417 - C.D.

TO: GARY L. WEYANDT
100 Walker Street
Osceola Mills, PA 16666

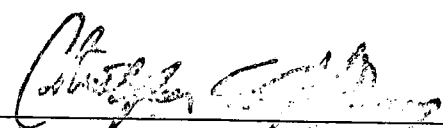
DATE OF NOTICE: JULY 10, 2001

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD, PA 16830
(814) 765-2641

BLAKLEY, JONES & MOHNEY


Christopher E. Mohney, Esquire

Attorney for Plaintiff

I.D. # 63494

90 Beaver Drive, Box 6

Du Bois, PA 15801

(814) 371-2730

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

NBOC BANK,

Plaintiff

VS.

GARY L. WEYANDT and
BREE R. WEYANDT,

Defendants

NO. 01 - 417 - C.D.

TO: BREE R. WEYANDT
100 Walker Street
Osceola Mills, PA 16666

DATE OF NOTICE: JULY 10, 2001

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD, PA 16830
(814) 765-2641

BLAKLEY, JONES & MOHNEY



Christopher E. Mohny, Esquire
Attorney for Plaintiff
I.D. # 63494
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730

| U.S. POSTAL SERVICE | | CERTIFICATE OF MAILING | |
|--|--|------------------------|--|
| MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER | | | |
| Received From: | | | |
| BLAKLEY, JONES & MOHNEY | | | |
| 90 BEAVER DRIVE, BOX 6 | | | |
| DU BOIS, PA 15801 | | | |
| One piece of ordinary mail addressed to: | | | |
| GARY L. WEYANDT | | | |
| 100 WALKER STREET | | | |
| OSCEOLA, MILLS, PA 16666 | | | |

DUBOIS, PA
 JUL 11
 2001
 USPS

188
 3854 # 00.750
 8671
 JUL 11 01
 MAILED FROM DU BOIS PA 15801
 UNITED STATES POSTAGE

PS Form 3817, Mar. 1989

| U.S. POSTAL SERVICE | | CERTIFICATE OF MAILING | |
|--|--|------------------------|--|
| MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER | | | |
| Received From: | | | |
| BLAKLEY, JONES & MOHNEY | | | |
| 90 BEAVER DRIVE, BOX 66 | | | |
| DU BOIS, PA 15801 | | | |
| One piece of ordinary mail addressed to: | | | |
| BREE R. WEYANDT | | | |
| 100 WALKER STREET | | | |
| OSCEOLA, MILLS, PA 16666 | | | |

DUBOIS, PA
 JUL 11
 2001
 USPS

128
 3854 # 00.750
 8672
 JUL 11 01
 MAILED FROM DU BOIS PA 15801
 UNITED STATES POSTAGE

PS Form 3817, Mar. 1989

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
NO. 01 - 417 - C.D.

NBOC BANK,

Plaintiff

VS.

GARY L. WEYANDT and
BREE R. WEYANDT,

Defendants

PRAECIPE FOR DEFAULT JUDGMENT

FILED

AUG 16 2001

William A. Shaw
Prothonotary



1 noc
Atty Mohney pd. 20.00
Notice to B. Weyandt and
G. Weyandt
Statement to Atty Mohney

LAW OFFICES
BLAKLEY, JONES & MOHNEY
90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

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

COPY

NBOC BANK,

NO. 01 - 417 - C.D.

Plaintiff

VS.

GARY L. WEYANDT and
BREE R. WEYANDT,

Defendants

NOTICE is given that JUDGMENT in the above-captioned matter has been entered against
you in the amount of \$21,396.83 on August 16, 2001.

William A. Shaw, Prothonotary

By: _____

COPY

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

| | | |
|---------------------|---|---------------------|
| NBOC BANK, | : | NO. 01 - 417 - C.D. |
| | : | |
| Plaintiff | : | |
| | : | |
| VS. | : | |
| | : | |
| GARY L. WEYANDT and | : | |
| BREE R. WEYANDT, | : | |
| | : | |
| Defendants | : | |

NOTICE is given that JUDGMENT in the above-captioned matter has been entered against
you in the amount of \$21,396.83 on August 16, 2001.

William A. Shaw, Prothonotary

By: _____

COPY

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

NBOC Bank
Plaintiff(s)

No.: 2001-00417-CD

Real Debt: \$21,396.83

Atty's Comm:

Vs.

Costs: \$

Int. From:

Gary L. Weyandt
Bree R. Weyandt
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 16, 2001

Expires: August 16, 2006

Certified from the record this 16th day of August, 2001.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

NBOC BANK,

Plaintiff

VS.

GARY L. WEYANDT and
BREE R. WEYANDT,

Defendants

: NO. 01 - 417 - C.D.

: TYPE OF CASE: CIVIL

: TYPE OF PLEADING: PRAECIPE FOR
: WRIT OF EXECUTION

: FILED ON BEHALF OF: PLAINTIFF

: COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE

: SUPREME COURT NO.: 63494

: BLAKLEY, JONES & MOHNEY
: 90 BEAVER DRIVE, BOX 6
: DU BOIS, PA 15801
: (814) 371-2730

FILED

AUG 3 2001

William A. Shaw
Prothonotary

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

| | | |
|---------------------|---|---------------------|
| NBOC BANK, | : | NO. 01 - 417 - C.D. |
| | : | |
| Plaintiff | : | |
| | : | |
| VS. | : | |
| | : | |
| GARY L. WEYANDT and | : | |
| BREE R. WEYANDT, | : | |
| | : | |
| Defendants | : | |

PRAECIPE FOR WRIT OF EXECUTION

TO: WILLIAM A. SHAW, PROTHONOTARY

Issue Writ of Execution in the above matter:

1. Directed to the Sheriff of Clearfield County;
2. Against the Defendants in the above captioned matter;
3. And index this Writ against the Defendants and as a Lis Pendens against real

property of the Defendants described on Schedule A attached hereto:

- | | | |
|----|-------------|------------------|
| 4. | Amount due: | \$ 21,396.83 |
| 5. | Costs: | \$ <u>120.00</u> |

Total: \$ 21,396.83

BLAKLEY, JONES & MOHNEY

BY:


Christopher E. Mohney, Esquire
Attorney for Plaintiff

ALL that certain house and lot situate in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Southeastern corner of land of Donald Cartwright, said corner being situate on the Northern side of Pa. Route 53; thence in a Northern direction along the Eastern boundary line of Donald Cartwright Two Hundred Sixty-One (261') feet to a point on the Southern side of right-of-way line now or formerly of Pennsylvania Railroad; thence in an Eastern direction along said right-of-way One Hundred Fifty-two (152') feet, more or less, to a point; thence in a Southern direction Two Hundred Seventy (270') feet to a point on the Northern side of Pa. Route 53, thence in a Western direction along Pa. Route 53, One Hundred Fifty-two (152') feet, more or less, to point and place of beginning.

BEING the same premises granted and conveyed unto the Mortgagors herein by deed of Shuhler Farms dated October 31, 1997, and entered for record in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deeds & Records Volume 1884, Page 244

CIVIL ACTION - LAW
NO. 01 - 417 - C.D.

NBOC BANK,

Plaintiff

VS. 1

GARY L. WEYANDT and
BREE R. WEYANDT,

Defendants

**PRAECIPE FOR
WRIT OF EXECUTION**

四

AUG 3 2001

OF: 02/01/2011
William A. Shaw
Fiduciary

OF: 02/01/2011
William A. Shaw
Fiduciary

LAW OFFICES

BLAKLEY, JONES & MOHNEY

90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

6970.00
Laurits Sherrill
LGS

COPY

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

NBOC BANK, : NO. 01 - 417 - C.D.
: :
Plaintiff : :
: :
VS. : :
: :
GARY L. WEYANDT and : :
BREE R. WEYANDT, : :
: :
Defendants :

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

TO: THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon
and sell the property described on Schedule A attached hereto.

| | |
|-------------|------------------|
| Amount due: | \$21,396.83 |
| Costs: | \$ <u>120.00</u> |
| Total: | \$21,396.83 |



William A. Shaw, Prothonotary

DATE: 8.31.01

ALL that certain house and lot situate in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Southeastern corner of land of Donald Cartwright, said corner being situate on the Northern side of Pa. Route 53; thence in a Northern direction along the Eastern boundary line of Donald Cartwright Two Hundred Sixty-One (261') feet to a point on the Southern side of right-of-way line now or formerly of Pennsylvania Railroad; thence in an Eastern direction along said right-of-way One Hundred Fifty-two (152') feet, more or less, to a point; thence in a Southern direction Two Hundred Seventy (270') feet to a point on the Northern side of Pa. Route 53, thence in a Western direction along Pa. Route 53, One Hundred Fifty-two (152') feet, more or less, to point and place of beginning.

BEING the same premises granted and conveyed unto the Mortgagors herein by deed of Shuhler Farms dated October 31, 1997, and entered for record in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deeds & Records Volume 1884 , Page 244

SCHEDULE A

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11463

NBOC BANK

01-417-CD

VS.

WEYANDT, GARY L.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, OCTOBER 3, 2001, 10:18 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, NOVEMBER 16, 2001, AT 10:00 AM O'CLOCK.

NOW, OCTOBER 3, 2001, CALLED CHRISTOPHER MOHNEY, ATTORNEY FOR THE PLAINTIFF, AND INFORMED HIM THAT A CHECK IS NEEDED FOR THE SHERIFF OF CENTRE COUNTY IN THE AMOUNT OF SEVENTY-FIVE (\$75.00) DOLLARS.

NOW, OCTOBER 4, 2001, RECEIVED ATTORNEY CHECK #4196 IN THE AMOUNT OF SEVENTY-FIVE (\$75.00) DOLLARS FOR THE SHERIFF OF CENTRE COUNTY.

NOW, OCTOBER 6, 2001, SHERIFF DENNY NAU OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY, TO SERVE WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ONO GARY L. WEYANDT AND BREE R. WEYANDT, DEFENDANTS.

NOW, OCTOBER 15, 2001, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON BREE R. WEYANDT, WIFE OF GARY L. WEYANDT, DEFENDANT, BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED

013:55 BKH
DEC 10 2001

E
K2D

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11463

NBOC BANK

01-417-CD

VS.

WEYANDT, GARY L.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, OCTOBER 15, 2001, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON BREE R. WEYANDT, DEFENDANT, BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

NOW, NOVEMBER 16, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR A BID OF TWENTY THOUSAND (\$20,000.00) DOLLAR PLUS COSTS.

NOW, NOVEMBER 19, 2001, SENT BILL TO ATTORNEY FOR COSTS DUE ON SALE.

NOW, DECEMBER 6, 2001, RECEIVED PLAINTIFF CHECK #024965 IN THE AMOUNT OF TWO HUNDRED DOLLARS AND THIRTY-FOUR CENTS (\$200.34) FOR COSTS DUE ON SALE.

NOW, DECEMBER 10, 2001, RETURN WRIT A SALE BEING HELD WITH THE PLAINTIFF PURCHASING THE PROPERTY FOR A BID OF TWENTY THOUSAND (\$20,000.00) DOLLARS PLUS COSTS. PAID COSTS FROM ADVANCE WITH THE PLAINTIFF PAYING REMAINING COSTS.

SHERIFF HAWKINS \$626.08
SURCHARGE \$40.00
PAID BY PLAINTIFF

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

11463

NBOC BANK

01-417-CD

VS.

WEYANDT, GARY L.

WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

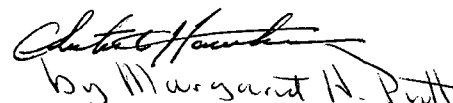
Sworn to Before Me This

10th Day Of December 2001



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

So Answers,


by Margaret H. Pratt
Chester A. Hawkins
Sheriff



Sheriff's Office
Clearfield County

CLEARFIELD COUNTY FAX
(814) 765-5915

CHESTER A. HAWKINS
SHERIFF

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

DARLENE SHULTZ
CHIEF DEPUTY

MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT CLERK

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NBOC BANK

NO. 01-417-CD

VS

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

GARY L. WEYANDT
BREE R. WEYANDT

SERVE BY: OCTOBER 15, 2001

or

HEARING DATE:

SERVE: GARY L. WEYANDT AND BREE R. WEYANDT

ADDRESS: 100 WALKER STREET
OSCEOLA MILLS, PA 16666

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

This deputation being made at the request and risk of the plaintiff
this 4th day of OCTOBER 2001.

COPY

Respectfully,

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

MAKE REFUND PAYABLE TO:

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.

1. Plaintiff(s)

NBOC

2. Case Number

01-417-CD

3. Defendant(s)

GARY L. & BREE R. WEYANDT

4. Type of Writ or Complaint: WRIT of Execution
Notice of Sale, Copy of Levy

SERVE

AT

5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold.

Gary L. Weyandt

6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)

100 Walker St. Osceola Mills, PA. 16666

7. Indicate unusual service: ☐ Reg Mail ☐ Certified Mail ☐ Deputize ☐ Post ☐ Other

Now, 20 01. I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of
County to execute this Writ and make return thereof according to law. This deputation
being made at the request and risk of the plaintiff.

Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whom ever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator

10. Telephone Number

11. Date

12. Signature

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above.

SIGNATURE of Authorized CCSD Deputy of Clerk and Title

14. Date Filed

15. Expiration/Hearing Date

TO BE COMPLETED BY SHERIFF

16. Served and made known to Bree R Weyandt, on the 15 day of Oct, 20 01, at 2:30 o'clock, P m., at SAME AS ABOVE ADDRESS, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

- ☐ Defendant(s) personally served.
☒ Adult family member with whom said Defendant(s) resides(s). Relationship is WIFE
☐ Adult in charge of Defendant's residence.
☐ Manager/Clerk of place of lodging in which Defendant(s) resides(s).
☐ Agent or person in charge of Defendant's office or usual place of business.
☐ and officer of said Defendant company.
☐ Other

On the day of , 20 , at o'clock, M.

Defendant not found because:

- ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other

Remarks:

| Advance Costs | Docket | Service | Sur Charge | Affidavit | Mileage | Postage | Misc. | Total Costs | Costs Due or Refund |
|---------------|--------|---------|------------|-----------|---------|---------|-------|-------------|---------------------|
| 75.00 | 9.00 | 15.00 | - | 3.50 | 24.00 | .50 | 3.00 | 55.00 | \$20.00 |

17. AFFIRMED and subscribed to before me this

20. day of 20

23. Notary Public

My Commission Expires

So Answer.

18. Signature of Dep. Sheriff

21. Signature of Sheriff

19. Date

10-16-01

22. Date

SHERIFF OF CENTRE COUNTY

Amount Pd.

Page

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.

25. Date Received

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

| | | | |
|--|--|---|--|
| SHERIFF SERVICE | | INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies. | |
| PROCESS RECEIPT, AND AFFIDAVIT OF RETURN | | | |
| 1. Plaintiff(s) <u>NBOC</u> | | 2. Case Number <u>01-417-CD</u> | |
| 3. Defendant(s) <u>GARY L. & Bree R. Weyandt</u> | | 4. Type of Writ or Complaint: <u>Writ of Execution, Notice of Sale, Copy of Levy</u> | |
| 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. <u>Bree R. Weyandt</u> | | | |
| 6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <u>100 Walker St. Osceola Mills, Pa. 16666</u> | | | |
| 7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other | | | |
| Now, <u>20</u> I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ Sheriff of Centre County | | | |
| 8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE | | | |

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN – Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

| | | |
|---|----------------------|----------|
| 9. Print/Type Name and Address of Attorney/Originator | 10. Telephone Number | 11. Date |
| | 12. Signature | |

| | | | | | | | | | |
|---|-------------|--|------------|---|----------------|------------|-----------------------------|-----------------------------|---------------------|
| SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE | | | | | | | | | |
| 13. I acknowledge receipt of the writ or complaint as indicated above. } | | SIGNATURE of Authorized CCSD Deputy of Clerk and Title | | | 14. Date Filed | | 15. Expiration/Hearing Date | | |
| TO BE COMPLETED BY SHERIFF | | | | | | | | | |
| 16. Served and made known to <u>Bree Weyandt</u> , on the <u>15</u> day of <u>Oct</u> , 20 <u>01</u> , at <u>2:30</u> o'clock, <u>P</u> m., at <u>SAME AS ABOVE ADDRESS</u> , County of Centre Commonwealth of Pennsylvania, in the manner described below: <input checked="" type="checkbox"/> Defendant(s) personally served. <input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is _____ <input type="checkbox"/> Adult in charge of Defendant's residence. <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s). <input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. <input type="checkbox"/> _____ and officer of said Defendant company. <input type="checkbox"/> Other _____ | | | | | | | | | |
| On the _____ day of _____, 20 _____, at _____ o'clock, _____ M. Defendant not found because: <input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____ | | | | | | | | | |
| Remarks: | | | | | | | | | |
| Advance Costs | Docket | Service | Sur Charge | Affidavit | Mileage | Postage | Misc. | Total Costs | Costs Due or Refund |
| <u>75.00</u> | <u>9.00</u> | <u>15.00</u> | <u>—</u> | <u>3.50</u> | <u>24.00</u> | <u>.50</u> | <u>3.00</u> | <u>55.00</u> | <u>80.00</u> |
| 17. AFFIRMED and subscribed to before me this _____ | | | | So Answer. | | | | | |
| 20. day of _____ 20 _____ | | | | 18. Signature of Dep. Sheriff <u>[Signature]</u> | | | | 19. Date <u>10-16-01</u> | |
| 23. _____ Notary Public | | | | 21. Signature of Sheriff <u>[Signature]</u> | | | | 22. Date | |
| My Commission Expires _____ | | | | SHERIFF OF CENTRE COUNTY | | | | | |
| | | | | Amount Pd. | | Page | | | |
| 24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE. | | | | | | | | | 25. Date Received |

Expense Check

First Commonwealth Bank

024965

60-682/433

12/3/01

Date

\$ 200.34

WEYANDT

TWO HUNDRED DOLLARS AND 34/100

NBOC Bank

Central Offices: Indiana, Pennsylvania

order of

SHERIFF OF CLEARFIELD COUNTY

Authorized Signature

024965 043306826 01 1312612 3

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NOW, NOVEMBER 19, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 16th day of NOVEMBER 2001, I exposed the within described real estate of GARY L. WEYANDT AND BREE R. WEYANDT

to public venue or outcry at which time and place I sold the same to NBOC BANK
he/she being the highest bidder, for the sum of \$ 1.00 + COSTS
and made the following appropriations, viz.:

SHERIFF COSTS:

| | | |
|----------------------------|-----------|---------------|
| RDR | \$ | 15.00 |
| SERVICE | | 15.00 |
| MILEAGE | | 13.00 |
| LEVY | | 15.00 |
| MILEAGE | | 13.00 |
| POSTING | | 15.00 |
| | | |
| CSDS | | 10.00 |
| COMMISSION 2% | | 400.00 |
| POSTAGE | | 4.08 |
| HANDBILLS | | 15.00 |
| DISTRIBUTION | | 25.00 |
| ADVERTISING | | 15.00 |
| ADD'L SERVICE | | 15.00 |
| DEED | | 30.00 |
| ADD'L POSTING | | |
| ADD'L MILEAGE | | |
| ADD'L LEVY | | |
| BID AMOUNT | | |
| RETURNS/DEPUTIZE | | 9.00 |
| COPIES / BILLING | 2.00 + | 15.00 |
| BILLING - PHONE - FAX | | |
| TOTAL SHERIFF COSTS | \$ | 626.08 |

DEED COSTS:

| | | |
|-------------------------|------|-----------------|
| REGISTER & RECORDER | \$ | 15.50 |
| ACKNOWLEDGEMENT | **** | 5.00 |
| TRANSFER TAX 2% | | |
| TOTAL DEED COSTS | | \$ 20.50 |

DEBT & INTEREST:

| | |
|----------------------------------|---------------------|
| DEBT-AMOUNT DUE | \$ 21,396.83 |
| INTEREST | |
| TO BE ADDED | |
| TOTAL DEBT & INTEREST | \$ 21,396.83 |

COSTS:

| | |
|-----------------------------------|--------------------|
| ATTORNEY FEES | |
| PROTH. SATISFACTION | |
| ADVERTISING | \$ 217.26 |
| LATE CHARGES & FEES | |
| TAXES-Collector | |
| TAXES-Tax Claim | |
| COSTS OF SUIT-To Be Added | |
| LIST OF LIENS AND MORTGAGE SEARCH | \$ 140.00 |
| FORCLOSURE FEES | |
| ACKNOWLEDGEMENT | \$ 5.00 |
| DEED COSTS | \$ 15.50 |
| ATTORNEY COMMISSION | |
| SHERIFF COSTS | \$ 626.08 |
| LEGAL JOURNAL AD | \$ 76.50 |
| REFUND OF ADVANCE | |
| REFUND OF SURCHARGE | |
| PROTHONOTARY | \$ 120.00 |
| TOTAL COSTS | \$ 1,200.34 |

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

Chester A. Hawkins, Sheriff