

01-767-CD
S & T BANK -vs- WILLIAM M. DANCH etux

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

S & T BANK, formerly known as THE
SAVINGS & TRUST COMPANY OF
PENNSYLVANIA, Plaintiff

vs.

WILLIAM M. DANCH and SHELLEY RAE
DANCH, husband and wife,
Defendants

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

C O M P L A I N T

To the Within Defendants:

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

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

By *William A. Shaw*
Attorney for Plaintiff

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

FILED

MAY 21 2001

William A. Shaw
Prothonotary

pd \$10.00
cc atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK, formerly known as THE
SAVINGS & TRUST COMPANY OF
PENNSYLVANIA,

Plaintiff,

vs.

WILLIAM M. DANCH and SHELLEY
RAE DANCH, husband and wife,
Defendants.

: No. 01 - 767 C.D.
:
: Type of Case: MORTGAGE FORECLOSURE
:
: Type of Pleading: COMPLAINT
:
: Filed on Behalf of: S & T BANK, formerly
: known as THE SAVINGS & TRUST
: COMPANY OF PENNSYLVANIA, Plaintiff
:
: Counsel of Record for this Party:
:
: PAULA M. CHERRY, ESQ.
: Supreme Court No.: 36023
:
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: One North Franklin Street
: P.O. Box 505
: DuBois, PA 15801-0505
:
: (814) 371-5800
:
:

FILED

MAY 21 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK, formerly known as THE	:	
SAVINGS & TRUST COMPANY OF	:	No. 01 - _____ C.D.
PENNSYLVANIA,	:	
	:	
Plaintiff,	:	ACTION OF MORTGAGE
vs.	:	FORECLOSURE
	:	
	:	
WILLIAM M. DANCH and SHELLEY	:	
RAE DANCH, husband and wife,	:	
Defendants.	:	

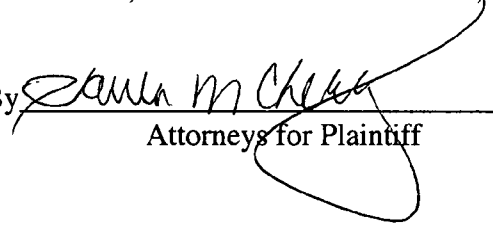
NOTICE

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 claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claims or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

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

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

By 
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK, formerly known as THE	:	
SAVINGS & TRUST COMPANY OF	:	No. 01 - _____ C.D.
PENNSYLVANIA,	:	
	:	
Plaintiff,	:	ACTION OF MORTGAGE
vs.	:	FORECLOSURE
	:	
	:	
WILLIAM M. DANCH and SHELLEY	:	
RAE DANCH, husband and wife,	:	
Defendants.	:	

COMPLAINT

NOW, comes S & T BANK, formerly known as THE SAVINGS & TRUST COMPANY OF PENNSYLVANIA, Plaintiff, by its Attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and files this Complaint as follows:

1. The Plaintiff, S & T BANK, formerly known as THE SAVINGS & TRUST COMPANY OF PENNSYLVANIA, Mortgagee, is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, duly registered to do business in the Commonwealth of Pennsylvania, in accordance with the Act of Assembly, so providing, and with an office located at 456 Main Street, P.O. Drawer D, Brockway, Pennsylvania 15824.
2. The Defendants, WILLIAM M. DANCH and SHELLEY RAE DANCH, are husband and wife, who reside at 290 White Pine Road, DuBois, Pennsylvania 15801.
3. The Defendants are the real owners of the premises herein described.
4. On October 21, 1992, WILLIAM M. DANCH and SHELLEY RAE DANCH made, executed and delivered a Mortgage upon premises hereinafter described to S & T BANK

(formerly known as THE SAVINGS & TRUST COMPANY OF PENNSYLVANIA), Plaintiff, which Mortgage is recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania, in Deeds and Records Book Vol. 1491, Page 402. A copy of said Mortgage is attached hereto and made a part hereof as Exhibit "A".

5. Said Mortgage has not been assigned.

6. The premises subject to said Mortgage are described in Exhibit "B" attached hereto and made a part hereof and are situate in Sandy Township, Clearfield County, Pennsylvania.

7. That said Mortgage is in default because:

(a) The principal thereof became due and payable on December 23, 2000, and by the terms of said Mortgage is collectable forthwith;

(b) Interest payments upon the said Mortgage due for the period from November 23, 2000, to April 17, 2001, are due and have not been paid and, by the terms of the said Mortgage, upon default of such payment, the whole of said principal and all interest due thereon is collectable forthwith.

8. The following amounts are due on the Mortgage:

(a) Principal	\$60,693.03
(b) Interest from November 23, 2000, to April 17, 2001	1,980.11
(c) Late charges and fees	496.13
(d) Attorney's collection fee	<u>3,133.66</u>
Total	\$66,302.93

9. That in accordance with Act VI and Act 91, Defendants were served with notice of intention to institute mortgage foreclosure proceedings and notice as required under the

Homeowner's Emergency Mortgage Assistance Program by Combined Notice dated January 3, 2001. Said Combined Notice was sent to Defendants, WILLIAM M. DANCH and SHELLEY RAE DANCH, by certified mail, return receipt requested to their last known address, which is also the property address, of 290 White Pine Road, DuBois, Pennsylvania 15801. A copy of said Combined Notice is attached hereto and made a part hereof as Exhibit "C".

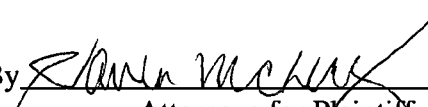
10. The Defendant, WILLIAM M. DANCH, after receiving notice of the default, applied for assistance to the Pennsylvania Housing Finance Agency under the provisions of the Homeowners' Emergency Mortgage Assistance Act, however, notification has been given to Plaintiff that Defendant, WILLIAM M. DANCH, was not entitled to the same. See attached copy of rejection letter marked Exhibit "D".

11. That the Promissory Note provides for a late charge in an amount of Five Percent (5%) of any such overdue payment. Attached hereto is a copy of said Promissory Note marked as Exhibit "E".

WHEREFORE, Plaintiff demands judgment against the Defendants in the sum of SIXTY-SIX THOUSAND THREE HUNDRED TWO DOLLARS and NINETY-THREE CENTS (\$66,302.93), together with interest from April 17, 2001, at the daily rate of \$11.3799431 and costs.

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

By


Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

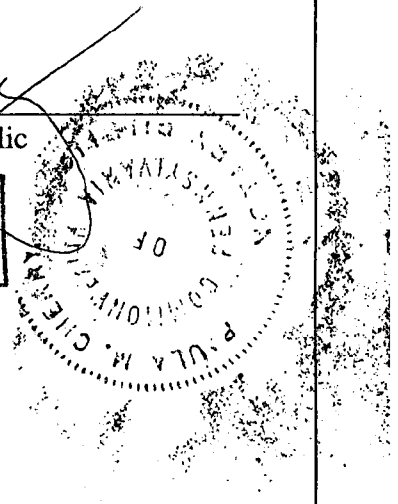
On this, the 10th day of May, 2001, before me, the undersigned officer, a Notary Public, personally appeared R.C. BERQUIST, JR., who acknowledged himself to be the Vice President of S & T BANK, formerly known as THE SAVINGS & TRUST COMPANY OF PENNSYLVANIA, the foregoing corporation, and that as such, he, being authorized by such corporation to do so, and being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief, and that he executed the foregoing instrument for the purposes therein contained by signing his name thereon as such, and by virtue and in pursuance of the authority therein conferred upon him as such Vice President, acknowledged the same to be the act and deed of the said corporation.

R.C. Berquist, Jr.

Sworn to and subscribed before me this 10th day of May, 2001.

Paula M. Cherry
Notary Public

Notarial Seal
Paula M. Cherry, Notary Public
DuBois, Clearfield County
My Commission Expires Sept. 16, 2001



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

CLEARFIELD COUNTY
ENTERED OF RECORD

TIME 12:02 PM 10-21-12

BY Karen L. Starck

FEES 19.50

Karen L. Starck, Recorder



Karen L. Starck

Karen L. Starck
Recorder of Deeds

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 21,
1992. The mortgagor is WILLIAM M. DANCH and SHELLEY RAE DANCH
("Borrower"). This Security Instrument is given to
S & T BANK, which is organized and existing under
the laws of Pennsylvania, and whose address is
800 Philadelphia St., Indiana, PA 15701 ("Lender"). Borrower owes Lender the principal
sum of Eighty Thousand and no/100 Dollars
(U.S. \$ 80,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which
provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 26, 2012.
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions
and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For
this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in
Clearfield County, Pennsylvania:

SEE ATTACHED EXHIBIT "A"

which has the address of 290 White Pine Road

ALL that certain piece or parcel of real estate located in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point the northeast intersection of White Pine Road and Black Walnut Drive; thence South $34^{\circ} 34'$ West along Black Walnut Drive 200.0 feet to a point; thence south $55^{\circ} 26'$ East 120.0 feet to a point; thence North $34^{\circ} 34'$ East 200.0 feet along the property line of Lot 8 to a point; thence North $55^{\circ} 26'$ West 120.0 feet along White Pine Road to a point, the place of beginning.

BEING the same premises which vested in the Mortgagors herein by deed of Clearco, Inc., dated September 23, 1977, recorded October 20, 1977, in Clearfield County Deed Book 748, page 463.

UNDER AND SUBJECT to all of the conditions, covenants, agreements and restrictions as set forth fully and at length in the said deed above recited from Clearco, Inc., to the mortgagors, as fully as though the same were set forth herein in their entirety.

ADJUSTABLE RATE RIDER

(3 Year Treasury Index — Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 21st day of October, 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to THE SAVINGS & TRUST COMPANY OF PENNSYLVANIA (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

290 White Pine Road, DuBois, PA 15801
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.0%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 26th day of November, 1995, and on that day every 36th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of 3 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 1.3/4 percentage points (1.75%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-quarter of one percentage point (0.2500%).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Notices. Any notices to be given by Lender to Borrower shall be given to Borrower at the address set forth in the Note.

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

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

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

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

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

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

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

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

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

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

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

☒ Adjustable Rate Rider

☐ Condominium Rider

☐ 1-4 Family Rider

☐ Graduated Payment Rider

☐ Planned Unit Development Rider

☐ Biweekly Payment Rider

☐ Balloon Rider

☐ Rate Improvement Rider

☐ Second Home Rider

☐ Other(s) [specify] _____

ALL that certain piece or parcel of real estate located in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point the northeast intersection of White Pine Road and Black Walnut Drive; thence South $34^{\circ} 34'$ West along Black Walnut Drive 200.0 feet to a point; thence south $55^{\circ} 26'$ East 120.0 feet to a point; thence North $34^{\circ} 34'$ East 200.0 feet along the property line of Lot 8 to a point; thence North $55^{\circ} 26'$ West 120.0 feet along White Pine Road to a point, the place of beginning.

BEING the same premises which vested in the Mortgagors herein by deed of Clearco, Inc., dated September 23, 1977, recorded October 20, 1977, in Clearfield County Deed Book 748, page 463.

UNDER AND SUBJECT to all of the conditions, covenants, agreements and restrictions as set forth fully and at length in the said deed above recited from Clearco, Inc., to the mortgagors, as fully as though the same were set forth herein in their entirety.

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The Commonwealth of Pennsylvania's
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE
PROGRAM

may be able to help save your home.
This Notice explains how the program works.

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

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

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

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

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



RESOURCE RECOVERY

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

January 3, 2001

WILLIAM M DANCH
SHELLEY RAE DANCH
290 WHITE PINE ROAD
DUBOIS PA 15801

RE: Mortgage Loan #368-00240006817 Note number 00001

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

HOW TO CURE YOUR MORTGAGE DEFAULT

The MORTGAGE held by S & T Bank on your property located in Sandy Township, Clearfield County, State of Pennsylvania, **IS SERIOUSLY IN DEFAULT** (because you have not made the monthly payment of \$610.62 each for the months of November and December, 2000 for a total of \$1,221.24). Late charges (and other costs) have also accrued to date in the amount of \$316.01. The total amount past due required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is **\$1,537.25**.

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

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

If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **S & T BANK INTENDS TO EXERCISE IT 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, S & T Bank also intends to instruct its attorneys to start legal action to **FORECLOSE UPON YOUR MORTGAGED PROPERTY.**

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

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

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

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

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

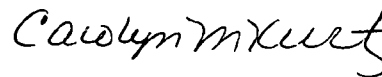
You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by S & T Bank at any time.

William M. Danch
Shelley Rae Danch
January 3, 2001
Page 4 of 4

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

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

Very truly yours,



Carolyn M. Kurtz
Resource Recovery Officer

CMK/amb
Enclosure

CLEARFIELD COUNTY

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

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

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

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

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

**Pennsylvania
Housing Finance Agency**

**Homeowners' Emergency
Mortgage Assistance Loan Program**

Payments: 2101 North Front Street, P.O. Box 15206

Harrisburg, PA 17105-5206

Correspondence: 2101 North Front Street, P.O. Box 15530

Harrisburg, PA 17105-5530

(717)780-3940 1-800-342-2397 FAX (717)780-3995

TDD # For Hearing Impaired (717)780-1869

3/28/2001

S&T BANK-COLLECTIONS DEPT.
456 MAIN STREET
PO BOX D
BROCKWAY, PA. 15824

SUBJECT:

WILLIAM M DANCH
290 WHITE PINE RD
DUBOIS, PA. 15801
Loan #: 36800240006817
SS#: 999-98-9120

Your application for a HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE LOAN has been DENIED pursuant to Act 91 of 1983, 35 P.S. Section 168.401-C et seq. and/or Agency Guidelines 12 PA Code Section 31.201 et seq. for the following reasons:

DELETED IN LENDER'S COPY

You may be entitled to an appeal hearing if you disagree with our decision. We must receive a written request for a hearing within 15 days of the postmark date of this letter. (Appeal requests must be in writing; a verbal request is not acceptable). The hearing may be conducted by a telephone conference call; therefore, you must include your telephone number. Requests for hearings must state the reason(s) that a hearing is requested and must be sent first class, registered or certified mail to: Chief Counsel - Hearing Request, PHFA/HEMAP, 2101 North Front Street, P.O. Box 15628, Harrisburg, Pennsylvania, 17105-5628. The Agency will attempt to schedule the hearing within thirty (30) days after the request is received. When sending your appeal, please be sure to print your name legibly and include your social security number.

You have a right to be represented by an attorney in connection with your appeal. If you cannot afford an attorney you may be eligible for Legal Services representation. You can contact a Legal Services representative through the following toll free number: 1-800-732-3545. Please be aware that scheduling an appeal hearing does not necessarily stay foreclosure proceedings.

DISCLOSURE OF USE OF INFORMATION OBTAINED FROM OUTSIDE SOURCE:

1. Disclosure inapplicable.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C.

ADJUSTABLE RATE NOTE

(3 Year Treasury Index — Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

October 21, 1992 DuBois, Pennsylvania
[City] [State]
290 White Pine Road, DuBois, PA 15801
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 80,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is



THE SAVINGS & TRUST COMPANY OF PENNSYLVANIA

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.0%. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on November 26, 1992. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on October 26, 2012, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at any office of S&T Bank, or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 573.14. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

26th

The interest rate I will pay may change on the first day of November 26, 1995, and on that day every 36th month thereafter. Each date on which my interest rate could change is called a "Change Date."

MULTISTATE ADJUSTABLE RATE NOTE—3 YEAR ARM—Single Family—Fannie Mae/Freddie Mac Uniform Instrument

BANCONSUMER FORM PASM-3504-2 (2/89)

Exhibit "E"

© 1989 BANCONSUMER SERVICE, INC.

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of 3 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding $1\frac{3}{4}$... percentage points (...1.75...%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-quarter of one percentage point (0.250%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.00 % or less than 4.00 % . Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 36 months. My interest rate will never be greater than 11.00 % .

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15... calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5... % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

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

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

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

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how

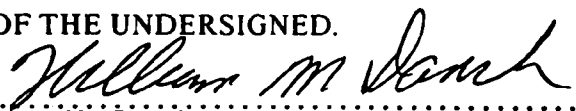
and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

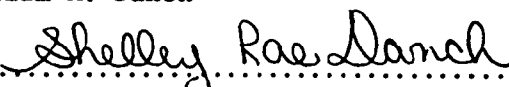
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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


..... (Seal)
William M. Danch - Borrower


..... (Seal)
Shelley Rae Danch - Borrower

..... (Seal)
- Borrower

[Sign Original Only]

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11029

S&T BANK f/k/a THE SAVINGS & TRUST COMPANY OF PENNSYLVANIA 01-767-CD

VS.

DANCH, WILLIAM M. and SHELLEY RAE

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MAY 25, 2001 AT 11:33 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WILLIAM M. DANCH, DEFENDANT AT RESIDENCE, 290 WHITE PINE ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO WILLIAM M. DANCH A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: NEVLING/MCCLEARY

NOW MAY 25, 2001 AT 11:33 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SHELLEY RAE DANCH, DEFENDANT AT RESIDENCE, 290 WHITE PINE ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO WILLIAM M. DANCH, HUSBAND, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: NEVLING/MCCLEARY

Return Costs

Cost	Description
44.10	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

FILED

JUN 05 2001

09:53 am

William A. Shaw

So Answers, Prothonotary

Sworn to Before Me This

5th Day Of June 2001

William A. Shaw

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

Chester A. Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

FILED

JUL 02 2001

William A. Shaw
Prothonotary

WAS

*100-
Vaporis*

BARBOR & VAPORIS, P.C.
ATTORNEYS AT LAW
917 PHILADELPHIA STREET
INDIANA, PENNSYLVANIA 15701

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

**S&T BANK, formerly known
as THE SAVINGS & TRUST
COMPANY OF PENNSYLVANIA,
Plaintiff**

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No. 01 - 767 - C.D.

v.

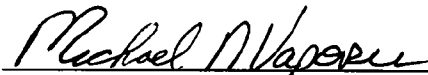
**WILLIAM M. DANCH and
SHELLEY RAE DANCH, husband,
and wife,
Defendants**

Civil Action-Mortgage Foreclosure

Entry of Appearance

Now comes Michael N. Vaporis, of the law firm of Barbor & Vaporis, who
hereby enters his appearance on behalf of the Defendants.

Respectfully submitted,



Michael N. Vaporis/Esq.
Barbor & Vaporis. P.C.
917 Philadelphia Street
Indiana, Pennsylvania 15701
(724) 465-5618
Attorney for the Defendants

FILED

JUL 02 2001

William A. Shaw
Prothonotary

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing was mailed to Paula M Cherry,
Esquire on June 27, 2001 by regular mail, postage prepaid.


Michael N. Vaporis

FILED

JUL 02 2001

William A. Shaw
Prothonotary



BARBOR & VAPORIS, P.C.
ATTORNEYS AT LAW
917 PHILADELPHIA STREET
INDIANA, PENNSYLVANIA 15701

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

**S&T BANK, formerly known
as THE SAVINGS & TRUST
COMPANY OF PENNSYLVANIA,
Plaintiff**

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:
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No. 01 - 767 - C.D.

v.

**WILLIAM M. DANCH and
SHELLEY RAE DANCH, husband
and wife,
Defendants**

Civil Action-Mortgage Foreclosure

Answer to the Complaint

Now come the Defendants, by and through their attorneys, Barbor & Vaporis, and file the following response to the complaint.

1. Admitted.

2. Admitted.

3. Admitted.

4. Admitted.

5. After reasonable investigation, the Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph, and therefore deny them.

6. Admitted.

FILED

JUL 02 2001

William A. Shaw
Prothonotary

7a. Denied. It is denied that the principal became due and payable on December 23, 2000. To the contrary, the express terms of the mortgage do not call for payment in full until October 26, 2012.

7b. It is admitted that the payments specified have not been made. The remaining averments contained in this paragraph constitute a conclusion of law to which no response is necessary.

8. After reasonable investigation, the Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph, and therefore deny them. It is specifically denied that the attorney fees and/or late charges being claimed are reasonable, fair, or proper.

9. Admitted.

10. Admitted.

11. It is admitted that the Note makes such provision; it is denied that it is anything except an unenforceable penalty provision and/or constituting an unlawful rate of interest.

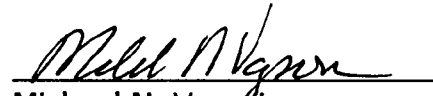
Respectfully submitted,



Michael N. Vaporis, Esq.
Barbor & Vaporis, P.C.
917 Philadelphia Street
Indiana, Pennsylvania 15701
(724) 465-5618
Attorney for the Defendants

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing was mailed to Paula M Cherry,
Esquire on June 28, 2001 by regular mail, postage prepaid.



Michael N. Vaporis

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK, formerly known as THE	:	
SAVINGS & TRUST COMPANY OF	:	No. 01 - 767 C.D.
PENNSYLVANIA,	:	
	:	
Plaintiff,	:	ACTION OF MORTGAGE
vs.	:	FORECLOSURE
	:	
	:	
WILLIAM M. DANCH and SHELLEY	:	
RAE DANCH, husband and wife,	:	
Defendants.	:	

PRAECIPE

TO: WILLIAM A. SHAW, PROTHONOTARY

Sir:

Would you kindly place the above-captioned case on the trial list. Certificate of Readiness is attached hereto, together with Certificate of Service showing service of this Praecipe and Certificate of Readiness upon counsel for Defendants.

FILED

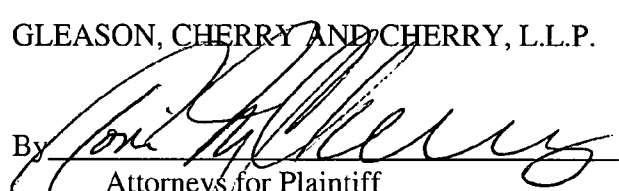
JAN 09 2002

William A. Shaw
Prothonotary

Date: January 9, 2002

Respectfully submitted,

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

By 

Attorneys for Plaintiff
One North Franklin Street
P.O. Box 505
DuBois, PA 15801-0505
Supreme Court No.: 30205

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL TRIAL LISTING**

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

(To be executed by Trial
Counsel Only)

DATE PRESENTED

1/9/2002

CASE NUMBER	TYPE TRIAL REQUESTED	ESTIMATED TRIAL TIME
No. 01-767 C.D.	() Jury (X) Non-jury	
Date Complaint filed: 5/21/01	() Arbitration	1 DAYS

PLAINTIFF(S)

S&T BANK, formerly known as THE SAVINGS & TRUST COMPANY
OF PENNSYLVANIA

()

DEFENDANT(S)

WILLIAM M. DANCH and SHELLEY RAE DANCH, husband and wife () Check Block
ADDITIONAL DEFENDANT(S) if a Minor

is a Party

() to the Case

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

AMOUNT AT ISSUE

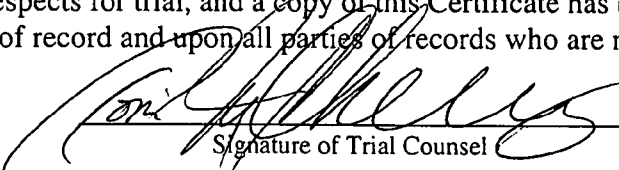
CONSOLIDATION

DATE CONSOLIDATION ORDERED

\$66,302.93, together () Yes (X) No
with interest and late charges from April 17, 2001

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST:

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of records who are not represented by counsel.


Signature of Trial Counsel

COUNSEL WHO WILL ACTUALLY TRY THE CASE

FOR THE PLAINTIFF

TELEPHONE NUMBER

TONI M. CHERRY, ESQ.

(814) 371-5800

FOR THE DEFENDANT

TELEPHONE NUMBER

MICHAEL N. VAPORIS, ESQ.

(724) 465-5618

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK, formerly known as THE	:	
SAVINGS & TRUST COMPANY OF	:	No. 01 - 767 C.D.
PENNSYLVANIA,	:	
	:	
Plaintiff,	:	ACTION OF MORTGAGE
vs.	:	FORECLOSURE
	:	
	:	
WILLIAM M. DANCH and SHELLEY	:	
RAE DANCH, husband and wife,	:	
Defendants.	:	

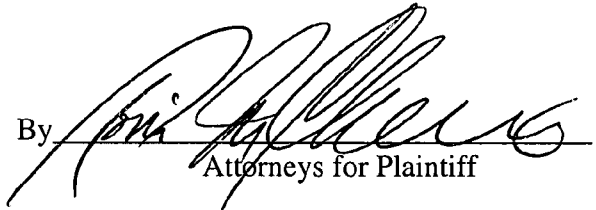
CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of January, 2002, a true and correct copy of the Praecipe and Certificate of Readiness filed by Plaintiff was served upon counsel for Defendants, MICHAEL N. VAPORIS, ESQ., by mailing the same to him by United States First Class Mail, postage prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

MICHAEL N. VAPORIS, ESQ.
Barbor & Vaporis, P.C.
917 Philadelphia Street
Indiana, PA 15701

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

By


Attorneys for Plaintiff

Dated: January 9, 2002

FILED

JAN 09 2012

013.901 nec c

William A. Shaw
Prothonotary
copy CA
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KES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK, formerly known as THE	:	
SAVINGS & TRUST COMPANY OF	:	No. 01 - 767 C.D.
PENNSYLVANIA,	:	
	:	
Plaintiff,	:	ACTION OF MORTGAGE
	:	FORECLOSURE
vs.	:	
	:	
WILLIAM M. DANCH and SHELLEY	:	
RAE DANCH, husband and wife,	:	
Defendants.	:	

PRAECIPE TO WITHDRAW APPEARANCE

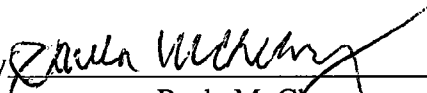
TO: WILLIAM A. SHAW, PROTHONOTARY

Sir:

Kindly mark the appearance of the undersigned withdrawn on behalf of the Plaintiff,
S & T BANK, formerly known as THE SAVINGS & TRUST COMPANY OF
PENNSYLVANIA, in the above-captioned case.

Respectfully submitted,

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

By 
Paula M. Cherry

Dated: February 12, 2002

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK, formerly known as THE
SAVINGS & TRUST COMPANY OF
PENNSYLVANIA,

Plaintiff,

vs.

WILLIAM M. DANCH and SHELLEY
RAE DANCH, husband and wife,

Defendants.

CIVIL DIVISION

NO. 01-767 C.D.

TYPE OF PLEADING:
PRAECIPE FOR APPEARANCE

FILED ON BEHALF OF:
S&T Bank

COUNSEL OF RECORD FOR THIS
PARTY:

James F. Grenen, Esquire
Pa. I.D. #46478

GRENNEN & BIRSIC, P.C.
One Gateway Center
Nine West
Pittsburgh, PA 15222
(412) 281-7650

FILED

MAR 01 2002

mjs/ncc
William A. Shaw
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK, formerly known as THE	)	CIVIL DIVISION
SAVINGS & TRUST COMPANY OF	)	
PENNSYLVANIA,	)	NO. 01-767 C.D.
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
WILLIAM M. DANCH and SHELLEY	)	
RAE DANCH, husband and wife,	)	
	)	
Defendants.	)	

PRAECIPE FOR APPEARANCE

TO: WILLIAM A. SHAW, Prothonotary

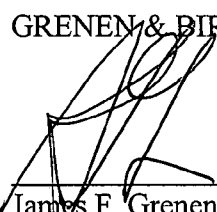
SIR:

Kindly enter our appearance on behalf of Plaintiff, S&T Bank, formerly known as The Savings & Trust Company of Pennsylvania and mark the docket accordingly.

Respectfully submitted,

GRENNEN & BIRSIC, P.C.

By:



James F. Grenen, Esquire
Pa. I.D. #46478
Attorneys for Plaintiff
One Gateway Center
Nine West
Pittsburgh, PA 15222

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK, formerly known as THE
SAVINGS & TRUST COMPANY OF
PENNSYLVANIA,

Plaintiff,

vs.

WILLIAM M. DANCH and SHELLEY
RAE DANCH, husband and wife,

Defendants.

) CIVIL DIVISION

)

) NO. 01-767 C.D.

)

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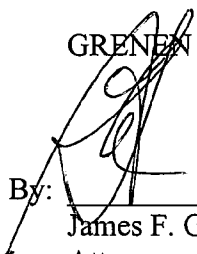
)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Praecipe for
Appearance was mailed to the following on this 28 day of February, 2002, by
first-class mail, postage prepaid:

Michael N. Vaporis, Esquire
Barbor & Vaporis, P.C.
917 Philadelphia Street
Indiana, PA 15701

GRENN & BIRSIC, P.C.

By: 

James F. Grenen, Esquire
Attorneys for Plaintiff
Pa. I.D. #46478
Attorneys for Plaintiff
One Gateway Center
Nine West
Pittsburgh, PA 15222

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

S&T BANK, formerly known as THE
SAVINGS & TRUST COMPANY OF
PENNSYLVANIA,

Plaintiff,

vs.

WILLIAM M. DANCH and SHELLEY
RAE DANCH, husband and wife,

Defendants.

) CIVIL ACTION
)
) NO.: 01-767 C.D.
)
)
) TYPE OF PLEADING:
)
) **PRAECIPE TO SETTLE AND**
) **DISCONTINUE WITHOUT**
) **PREJUDICE**
)
)
) FILED ON BEHALF OF:
)
) S&T Bank, Plaintiff
)
) COUNSEL OF RECORD FOR THIS
) PARTY:
)
) James F. Grenen, Esquire
) Pa. I.D. #46478
)
) GRENEN & BIRSIC, P.C.
)
) One Gateway Center, Nine West
) Pittsburgh, PA 15222
) (412) 281-7650
)
)
)

FILED

MAR 01 2002

William A. Shaw
Prothonotary

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

S&T BANK, formerly known as THE
SAVINGS & TRUST COMPANY OF
PENNSYLVANIA,

NO.: 01-767 C.D.

Plaintiff,

vs.

WILLIAM M. DANCH and SHELLEY RAE
DANCH, husband and wife,

Defendants.

PRAECIPE TO SETTLE AND DISCONTINUE
WITHOUT PREJUDICE

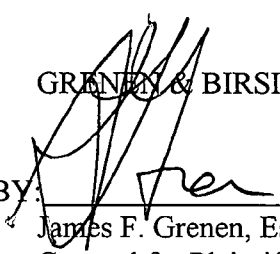
TO: William A. Shaw, Prothonotary

SIR:

Kindly settle and discontinue without prejudice the above-captioned matter and mark the
docket accordingly.

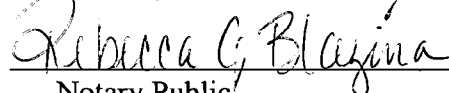
GRENNEN & BIRSIC, P.C.

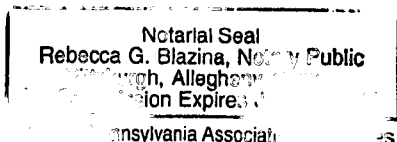
BY:


James F. Grenen, Esquire
Counsel for Plaintiff
Pa. I.D. #46478
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

Sworn to and subscribed before me

this 28th day of February, 2002.


Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK, formerly known as THE
SAVINGS & TRUST COMPANY OF
PENNSYLVANIA,

Plaintiff,

vs.

WILLIAM M. DANCH and SHELLEY
RAE DANCH, husband and wife,

Defendants.

) CIVIL DIVISION

)

) NO. 01-767 C.D.

)

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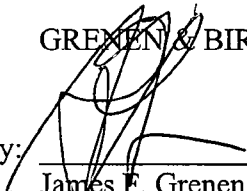
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Praeipe to Settle and
Discontinue Without Prejudice was mailed to the following on this 28 day of

February, 2002, by first-class mail, postage prepaid:

Michael N. Vaporis, Esquire
Barbor & Vaporis, P.C.
917 Philadelphia Street
Indiana, PA 15701

GRENNEN & BIRSIC, P.C.

By: 

James F. Grenen, Esquire
Attorneys for Plaintiff
Pa. I.D. #46478
Attorneys for Plaintiff
One Gateway Center
Nine West
Pittsburgh, PA 15222

FILED

MAR 01 2002

01:23:37 p.m.
William A. Shaw
Prothonotary

Cert of Disc. to Atty
Cert of Disc. to CA
no cc



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

CIVIL DIVISION

**Allstate Insurance Company
Kevin B. Tice**

**Vs.
General Motors Corporation**

No. 2000-00415-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on March 1, 2002 marked:

Settled and Discontinued Without Prejudice

Record costs in the sum of \$80.00 have been paid in full by James F. Grenen, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 1st day of March A.D. 2002.

William A. Shaw, Prothonotary

*mailed incorrect disc. -
re-mailed correct one*

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

CIVIL DIVISION

**S & T Bank, formerly known as
The Savings & Trust Company of
Pennsylvania**

Vs.

No. 2001-00767-CD

**William M. Danch and
Shelley Rae Danch, husband and
wife**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on March 1, 2002, marked:

Settled and Discontinued without prejudice

Record costs in the sum of \$144.10 have been paid in full by Paula M. Cherry, Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 1st day of March A.D. 2002.

William A. Shaw, Prothonotary