

01-1405-CD  
RICHARD A. DOTS et al " vs " CALVIN D. WARRICK et al

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

RICHARD A. DOTTs and :  
JODI DOTTs, :  
Plaintiffs :  
VS. : No. 2001-1405 C.D.  
: ACTION TO QUIET TITLE  
CALVIN D. WARRICK and :  
JAMES MILLIRON, their heirs, :  
personal representatives and assigns :  
and any persons claiming, or who might :  
claim title under the aforesaid defendant :  
and any other person, persons, firms, :  
partnerships, or corporate entities who :  
might claim title to the premises :  
herein described, :  
Defendants : Type of Pleading: Complaint  
: Filed on behalf of: Plaintiffs  
: Counsel of Record for this party:  
: LEA ANN HELTZEL, ESQUIRE  
: Attorney at Law  
: Supreme Court No. 83998  
: 900 Beaver Drive  
: DuBois, Pennsylvania 15801  
: (814) 375-0300

FILED

AUG 29 2001

William A. Shaw  
Prothonotary

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

RICHARD A. DOTTs and	:	
JODI DOTTs,	:	
Plaintiffs	:	
VS.	:	No. 2001 - C.D.
CALVIN D. WARRICK and	:	ACTION TO QUIET TITLE
JAMES MILLIRON, their heirs,	:	
personal representatives and assigns	:	
and any persons claiming, or who might	:	
claim title under the aforesaid defendant	:	
and any other person, persons, firms,	:	
partnerships, or corporate entities who	:	
might claim title to the premises	:	
herein described,	:	
Defendants	:	

**NOTICE**

TO DEFENDANT:

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 judgement may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Office of the Court Administrator  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641

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

RICHARD A. DOTTS and	:	
JODI DOTTS,	:	
Plaintiffs	:	
VS.	:	No. 2001 - C.D.
	:	
CALVIN D. WARRICK and	:	ACTION TO QUIET TITLE
JAMES MILLIRON, their heirs,	:	
personal representatives and assigns	:	
and any persons claiming, or who might	:	
claim title under the aforesaid defendant	:	
and any other person, persons, firms,	:	
partnerships, or corporate entities who	:	
might claim title to the premises	:	
herein described,	:	
Defendants	:	
	:	

**COMPLAINT**

NOW COMES, Plaintiffs, Richard A. Dotts and Jodi Dotts, husband and wife, by and through their attorneys, Hopkins Law Firm and avers as follows:

1. Richard A. Dotts and Jodi Dotts, husband and wife, are individuals who reside together at RD#1, Box 146, New Millport, Clearfield County, Pennsylvania.
2. The property to be quieted is described as follows:

All that certain lot or piece of ground situate in the Village of Carnwath, Knox Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Lot #13 in Knox Township, Clearfield County  
Map # 122-I13-473-00013

BEING identified in the Clearfield County Mapping and Assessment Office as Map #: 122-I13-473-13.

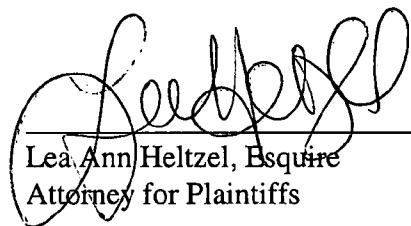
3. The Defendants are Calvin D. Warrick and James Milliron.
4. By deed dated January 30, 1939 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 327, page 3, Harry Boulton, et al conveyed the premises at issue to James Milliron, et al.
6. The said premises owned by James Milliron was subject to a tax sale by The Tax Claim Bureau of Clearfield County, Pennsylvania on September 8, 1980 for unpaid taxes.
7. By deed dated December 15, 1980 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 806, page 226, The Tax Claim Bureau of Clearfield County, Pennsylvania conveyed the premises at issue to Charles Ritterson.
8. By deed dated June 18, 1984 and recorded in the Office of the Recorder of Deed of Clearfield County in Deed Book 954, page 373, Charles J. Ritterson and Beverly Ritterson, husband and wife, conveyed the premises at issue to Calvin D. Warrick.
9. The said premises owned by Calvin D. Warrick was subject to a tax sale by The Tax Claim Bureau of Clearfield County on September 15, 1992 for unpaid taxes.
10. By deed dated December 15, 1992 and recorded in the Office of the Recorder of Deeds in Clearfield County in Deed Book 1505, page 127, The Tax Claim Bureau of Clearfield County conveyed the premises to Michael J. Luzier, Sr. and Christine C. Luzier, husband and wife.
11. By deed dated June 28, 2001 and recorded in the Office of the Recorder of Deeds of Clearfield County, instrument number 200110061, Michael J. Luzier, Sr. and Christine C. Luizer, husband and wife, conveyed the premises to Richard A. Dotts and Jodi Dotts, husband and wife.

12. The purpose of this action is to quiet the title as to any interest the Defendants, James Milliron and Calvin D. Warrick, their heirs, devisees, administrators, executors and assigns may have in said premises because of any defect that may exist or may have existed in the said tax sale of the said premises by The Tax Claim Bureau of Clearfield County, Pennsylvania.

13. This action is brought to clear any and all possible clouds upon the title of the property identified above.

WHEREFORE, the Plaintiffs request the Court to decree that title to the premises described herein be granted unto Plaintiffs in fee simple and absolutely; and that the Defendants, their heirs, devisees, executors, administrators, and assigns, and all other person, persons, firms, partnerships, or corporate entities in interests, or their legal representatives be forever barred from asserting any right, lien, or interest inconsistent with the interest or claim of the Plaintiffs as set forth herein, in and to the property described in paragraph two (2).

Respectfully submitted,

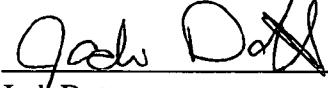


Lea Ann Heltzel, Esquire  
Attorney for Plaintiffs

VERIFICATION

With full understanding that false statements herein are made subject to the penalties of  
18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities, we verify that the  
statements made in this pleading are true and correct.

  
Richard A. Dotts

  
Jodi Dotts

Date: Aug. 20, 2001

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

RICHARD A. DOTTSS and	:	
JODI DOTTSS,	:	
Plaintiffs	:	
VS.	:	No. 2001-1465C.D.
CALVIN D. WARRICK and	:	ACTION TO QUIET TITLE
JAMES MILLIRON, their heirs,	:	
personal representatives and assigns	:	
and any persons claiming, or who might	:	
claim title under the aforesaid defendant	:	
and any other person, persons, firms,	:	
partnerships, or corporate entities who	:	
might claim title to the premises	:	
herein described,	:	
Defendants	:	

FILED

AUG 28 2001

William A. Shaw  
Prothonotary

**AFFIDAVIT OF UNKNOWN WHEREABOUTS**

Lea Ann Heltzel, Esquire, being duly sworn according to law, hereby certifies that the last known addresses of Calvin D. Warrick and James Milliron were in New Milport, Pennsylvania.

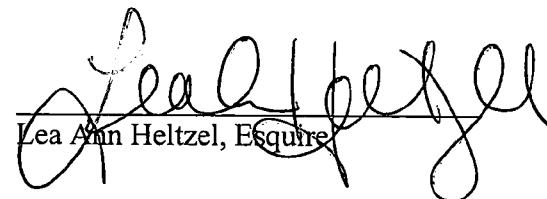
Your affiant has made the following search for the Defendants:

- a. The Clearfield phonebook has been searched and fail to reveal a listing for Warrick and Milliron;
- b. An internet search has been completed which fails to reveal a listing in the Commonwealth of Pennsylvania for Warrick and Milliron;
- c. The assessment records of Clearfield County have been searched and said records fail to reveal any property owned by Warrick and Milliron;

d. The Prothonotary's Office of Clearfield County has been searched and failed to reveal any current or past cases dealing with Warrick and Milliron;

e. The Register of Wills Office of the County of Clearfield has been searched and failed to reveal any estates for Warrick and Milliron.

Your affiant has been unable to locate the named Defendants in this action or their heirs, devisees, executors, administrators, or assigns.

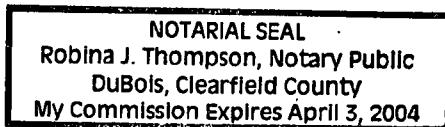


Lea Ann Heltzel, Esquire

Sworn to and subscribed before  
me this 20<sup>th</sup> August, 2001.



Robina J. Thompson  
Notary Public



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

RICHARD A. DOTTS and	:	
JODI DOTTS,	:	
Plaintiffs	:	
VS.	:	No. 2001-1405C.D.
CALVIN D. WARRICK and	:	ACTION TO QUIET TITLE
JAMES MILLIRON, their heirs,	:	
personal representatives and assigns	:	
and any persons claiming, or who might	:	
claim title under the aforesaid defendant	:	
and any other person, persons, firms,	:	
partnerships, or corporate entities who	:	
might claim title to the premises	:	
herein described,	:	
Defendants	:	
	:	
	:	
	:	

**MOTION FOR PUBLICATION**

AND NOW, this 28<sup>th</sup> day of August, 2001, an Affidavit having been executed and filed on behalf of Richard A. Dots and Jodi Dots and that the whereabouts of Calvin D. Warrick and James Milliron, their accumulative heirs, devisees, administrators, executors, assigns, and all other person, persons, firms, partnerships, or corporate entities in interest, are unknown.

The Plaintiffs, by their counsel, Lea Ann Heltzel, Esquire and The Hopkins Law Firm, requests the Court for leave to serve the Complaint on the above mentioned Defendants, their heirs, devisees, administrators, executors, assigns, and all other person, persons, firms,

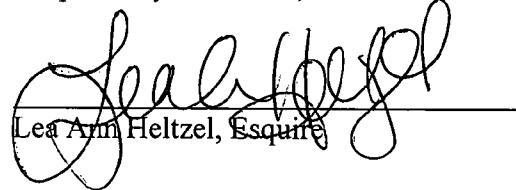
**FILED**

**AUG 29 2001**

William A. Shaw  
Prothonotary

partnerships, or corporate entity in interest, or their legal representatives, generally, by publication in such manner as the Court shall direct and as provided by the Pa. R.C.P. Rule 410, and Pa.R.C.P. Rule 430.

Respectfully submitted,



Lea Ann Heltzel, Esquire

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

RICHARD A. DOTTTS and  
JODI DOTTTS,

Plaintiffs

VS.

No. 2001-1465 C.D.

CALVIN D. WARRICK and  
JAMES MILLIRON, their heirs,  
personal representatives and assigns  
and any persons claiming, or who might  
claim title under the aforesaid defendant  
and any other person, persons, firms,  
partnerships, or corporate entities who  
might claim title to the premises  
herein described,

Defendants

ACTION TO QUIET TITLE

**ORDER FOR PUBLICATION**

AND NOW, this 31<sup>st</sup> day of August, 2001, upon the consideration of the foregoing Motion, the Plaintiffs are granted leave to make service of the Complaint on the above mentioned Defendants, their heirs, devisees, administrators, executors, assigns, and all other person, persons, firms, partnerships, or corporate entities in interest, or their legal representatives, by publication one time in The Progress, a newspaper of general circulation of the County of Clearfield, Commonwealth of Pennsylvania, and in the Clearfield County Legal Journal.

**FILED**

AUG 31 2001

03:00 P.M.

william A. Shaw

Prothonotary

att'y/bktz  
WES

BY THE COURT,

JUDGE

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

RICHARD A. DOTTS and :  
JODI DOTTS, :  
Plaintiffs :  
VS. : No. 2001 - 1405 C.D.  
: ACTION TO QUIET TITLE  
CALVIN D. WARRICK and :  
JAMES MILLIRON, their heirs, :  
personal representatives and assigns :  
and any persons claiming, or who might :  
claim title under the aforesaid defendant :  
and any other person, persons, firms, :  
partnerships, or corporate entities who :  
might claim title to the premises :  
herein described, :  
Defendants :

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

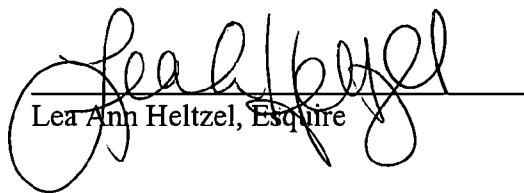
Personally appeared before me, the undersigned officer, Lea Ann Heltzel, Attorney for Richard A. Dotts and Jodi Dotts, who, being duly sworn according to law, deposes and says that the service of the foregoing Complaint to Quiet Title, endorsed with Notice to Plead, has been served upon all Defendants, Calvin D. Warrick and James Milliron, and their heirs, devisees, administrators, executors and assigns, by publication, and more than twenty (20) days have

**FILED**

OCT 17 2001

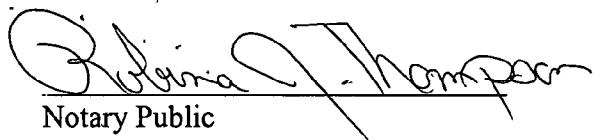
William A. Shaw  
Prothonotary

elapsed since said service, and that the said Defendants have not filed an appearance or any answer to the Complaint, although the time in which to do so has expired.

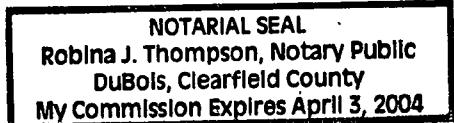


Lea Ann Heltzel, Esquire

Sworn to and subscribed before me this  
16<sup>th</sup> day of October, 2001.



Robina J. Thompson  
Notary Public



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

RICHARD A. DOTTS and :  
JODI DOTTS, :  
Plaintiffs :  
VS. : No. 2001 - 1405 C.D.  
: ACTION TO QUIET TITLE  
CALVIN D. WARRICK and :  
JAMES MILLIRON, their heirs, :  
personal representatives and assigns :  
and any persons claiming, or who might :  
claim title under the aforesaid defendant :  
and any other person, persons, firms, :  
partnerships, or corporate entities who :  
might claim title to the premises :  
herein described, :  
Defendants : Filed on behalf of: Richard A. Dotts  
and Jodi Dotts, Plaintiffs  
: Counsel of Record for this party:  
: LEA ANN HELTZEL, ESQUIRE  
: Attorney at Law  
: Supreme Court No. 83998  
: 900 Beaver Drive  
: DuBois, Pennsylvania 15801  
: (814) 375-0300

**FILED**

OCT 17 2001

William A. Shaw  
Prothonotary

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

RICHARD A. DOTTS and	:	
JODI DOTTS,	:	
Plaintiffs	:	
VS.	:	No. 2001 - 1405 C.D.
CALVIN D. WARRICK and	:	ACTION TO QUIET TITLE
JAMES MILLIRON, their heirs,	:	
personal representatives and assigns	:	
and any persons claiming, or who might	:	
claim title under the aforesaid defendant	:	
and any other person, persons, firms,	:	
partnerships, or corporate entities who	:	
might claim title to the premises	:	
herein described,	:	
Defendants	:	

**MOTION FOR JUDGMENT**

AND NOW, this 16<sup>th</sup> day of October, 2001, an Affidavit having been filed by Lea Ann Heltzel, Esquire, Attorney for Plaintiffs, Richard A. Dotts and Jodi Dotts; that the Complaint with Notice to Plead was served on all of the Defendants by publication and the Defendants have not answered. The Plaintiffs, Richard A. Dotts and Jodi Dotts, by and through their attorney, move the Court to enter judgment in favor of the Plaintiffs and against the Defendants in the above named case and to grant to the Plaintiffs the relief prayed for in accordance with Rules of Civil Procedure 1066. Plaintiffs further requests that the Honorable Court modify in accordance with Rules of Civil Procedure, Rule 248, the

thirty (30) day period provided Defendants by Rules of Civil Procedure, Rule 1066(b) to assert any right, lien, title or interest in the land inconsistent with the interest or claim Plaintiffs set forth in their Complaint.

Respectfully submitted,



Lea Ann Heltzel, Esquire

## PROOF OF PUBLICATION

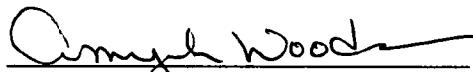
STATE OF PENNSYLVANIA :  
:  
COUNTY OF CLEARFIELD :

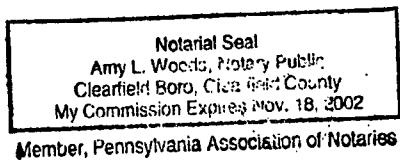
On this 8th day of October AD 2001, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of September 21, Vol. 13 No. 38. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire  
Editor

Sworn and subscribed to before me the day and year aforesaid.

  
Amy L. Woods  
Notary Public  
My Commission Expires



LeAnn Heltzel  
900 Beaver Drive  
DuBois PA 15801

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA

COUNTY OF CLEARFIELD

On this 8th day of October, AD 2001, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Christopher Gandy, Notary of the County of Clearfield County, and this Notary Public is the Notary of Clearfield County, and this is the copy of the publication in the newspaper in the regular issues of the newspaper of September 21, Vol. 13 No. 38. And I certify to the sufficiency of this statement to the time, place, and officer of the publication above named.

FILED

Carly A. Kosterpolo, Esquire

OCT 31 7 2001

0/10:26 a.m.

William A. Shaw

Prothonotary

1cc : Heltzel

Show and subscribe of people who are still due and have not been paid.

Wanda Heltzel  
Wanda Heltzel

Wanda Heltzel  
Wanda Heltzel

Wanda Heltzel  
600 Berksland Drive  
Dunbar PA 15801

Wanda Heltzel 600 Berksland Drive Dunbar PA 15801 Amber, Amy, & Taylor Park Christopher, Kara, & Christopher Park Wanda, Wanda, & Wanda Park	Notary Seal
---	-------------

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

RICHARD A. DOTTs and JODI DOTTs, Plaintiffs vs. CALVIN D. WARRICK and JAMES MILLIRON, their heirs, personal representatives and assigns and any persons claiming title under the aforesaid defendant and any other person, persons, firms, partnerships, or corporate entities who might claim title to the premises herein described, Defendants.

QUIET TITLE ACTION NOTICE

TO: CALVIN D. WARRICK and JAMES MILLIRON, their heirs, devisees, administrators, executors and assigns and all other person, persons, firms, partnerships, or corporate entities in interest.

You are hereby notified that an action to quiet title to the premises situate, lying and being in the Village of Carnwath, Knox Township, Clearfield County, Pennsylvania, has been filed against you. Said premises are described as follows:

All that certain lot or piece of ground situate in the Village of Carnwath, Knox Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Lot #13 in Knox Township, Clearfield County, Map #122-I13-473-00013. BEING identified in the Clearfield County Mapping and Assessment Office as Map #: 122-I13-473-13.

You have been sued in Court. The purpose of this quiet title action is to extinguish any right or equity which the Defendants above named and their heirs, administrators, executors and assigns may have in the property as described above. The Plaintiff in this action, after a diligent search, has been unable to locate the Defendants or their devisees or heirs.

Whereupon the Court Ordered that notice of said action be served on the Defendants, and their heirs.

IF YOU WISH TO DEFEND, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY TO FILE YOUR DEFENSE OR OBJECTIONS IN WRITING WITH THE COURT. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A

JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT FURTHER NOTICE FOR THE RELIEF REQUESTED BY THE PLAINTIFFS. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS NOTICE 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, 1 North Second Street, Clearfield, PA 16830 (814) 765-2641. (ext. 5982)

Le Ann Heltzel, Attorney for Plaintiff, 900 Beaver Drive, DuBois, PA 15801, (814) 375-0300.

IN THE COURT OF COMMON  
PLEAS OF CLEARFIELD  
COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)  
RICHARD A. DOTTS and JODI  
DOTTS, Plaintiffs  
VS.

CALVIND. WARRICK and JAMES  
MILLIRON, their heirs, personal  
representatives and assigns and  
any persons claiming, or who might  
claim title under the aforesaid de-  
fendant and any other person, per-  
sons, firms, partnerships, or cor-  
porate entities who might claim title  
to the premises herein described.  
Defendants

No. 2001-1405 C.D.

ACTION TO QUIET TITLE

TO: Calvin D. Warrick and James  
Milliron, their heirs, devisees, ad-  
ministrators, executors and as-  
signs and all other person, persons,  
firms, partnerships or corporate en-  
tities in interest.

You are hereby notified that an ac-  
tion of quiet title to the premises sit-  
uate, lying and being in the Village  
of Carnwath, Knox Township,  
Clearfield County, Pennsylvania,  
has been filed against you. Said  
premises are described as follows:

All that certain lot or piece of  
ground situate in the Village of  
Carnwath, Knox Township, Clear-  
field County, Pennsylvania,  
bonded and described as follows,  
to wit:

Lot #13 in Knox Township, Clear-  
field County, Map  
#122-I13-473-00013

BEING identified in the Clearfield  
County Mapping and Assessment  
Office as Map #122-I13-473-13.

You have been sued in Court. The  
purpose of this quiet title action is to  
extinguish any right or equity which  
the defendants above named and  
their heirs, administrators, execu-  
tors and assigns may have in the  
property as described above. The  
Plaintiffs in this action, after a dil-  
ligent search, has been unable to lo-  
cate the Defendants or their devi-  
sees or heirs.

Whereupon the Court Ordered  
that notice of said action be served  
on the Defendants, and their heirs.

IF YOU WISH TO DEFEND, YOU  
MUST ENTER A WRITTEN AP-  
PEARANCE PERSONALLY OR BY  
ATTORNEY TO FILE YOUR DE-  
FENSE OR OBJECTIONS IN WRIT-  
ING WITH THE COURT. YOU ARE  
WARNED THAT IF YOU FAIL TO  
DO SO THE CASE MAY PROCEED  
WITHOUT YOU AND A JUDG-  
MENT MAY BE ENTERED  
AGAINST YOU WITHOUT FUR-  
THER NOTICE FOR THE RELIEF  
REQUESTED BY THE PLAINTIFFS.  
YOU MAY LOSE MONEY  
OR PROPERTY OR OTHER  
RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PA-  
PER 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, 1 North Sec-  
ond Street, Clearfield, Pennsylva-  
nia 16830, (814) 765-2641 (ext.  
5982)

Lea Ann Heltzel, Attorney for  
Plaintiffs, 900 Beaver Drive, Du-  
Bois, PA 15801, (814) 375-0300  
9:12-1d-b

## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :  
: SS:  
COUNTY OF CLEARFIELD :

On this 11th day of October, A.D. 2001,  
before me, the subscriber, a Notary Public in and for said County and  
State, personally appeared Margaret E. Krebs, who being duly sworn  
according to law, deposes and says that she is the President of The  
Progressive Publishing Company, Inc., and Associate Publisher of The  
Progress, a daily newspaper published at Clearfield, in the County of  
Clearfield and State of Pennsylvania, and established April 5, 1913, and  
that the annexed is a true copy of a notice or advertisement published in  
said publication in

the regular issues of September 12, 2001.  
And that the affiant is not interested in the subject matter of the notice or  
advertising, and that all of the allegations of this statement as to the time,  
place, and character of publication are true.



Sworn and subscribed to before me the day and year aforesaid.

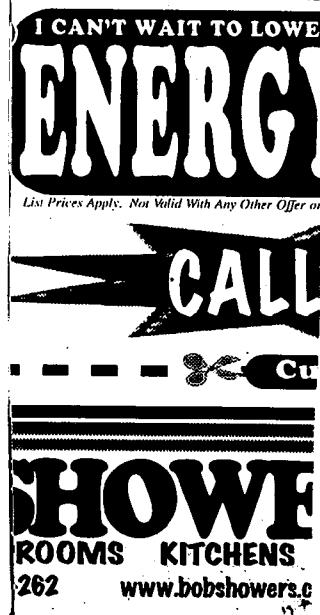


Notary Public

Clearfield, Pa.

My Commission Expires  
September 16, 2004

Notarial Seal  
Ann K. Law, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Sept. 16, 2004  
Member, Pennsylvania Association of Notaries



62, I-80.

Girl Scout troop leaders, grandparents and time customers will receive a 10 percent discount coupon either Saturday or Sunday.

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

RICHARD A. DOTTS and :  
JODI DOTTS, :  
Plaintiffs :  
VS. : No. 2001 - 1405 C.D.  
: :  
CALVIN D. WARRICK and : ACTION TO QUIET TITLE  
JAMES MILLIRON, their heirs, :  
personal representatives and assigns :  
and any persons claiming, or who might :  
claim title under the aforesaid defendant :  
and any other person, persons, firms, :  
partnerships, or corporate entities who :  
might claim title to the premises :  
herein described, :  
Defendants :  
:

**ORDER**

AND NOW, this 19<sup>th</sup> day of October, 2001, it appearing that service of the Complaint to Quiet Title in the above stated action was served upon all Defendants by publication, and by Affidavit of Lea Ann Heltzel, Attorney for Plaintiffs, that no answer or appearance has been filed to said action, and on Motion of Lea Ann Heltzel, Esquire, it is hereby ORDERED and DECREED:

1. That the Defendants, Calvin D. Warrick and James Milliron, their heirs, devisees, persons, firms, partnerships, or corporate entities in interest, are forever barred from asserting any right, title, lien or interest inconsistent with the interest or claim of the Plaintiffs as set forth in their Complaint in and to:

**FILED**

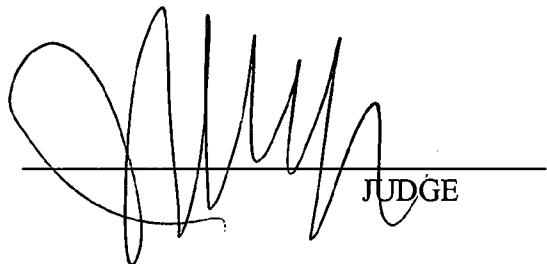
OCT 19 2001

William A. Shaw  
Prothonotary

this Court by virtue of Pennsylvania Rules of Civil Procedure 248 to eliminate any time period prescribed by Pennsylvania Rules of Civil Procedure upon Order of Court.

8. That these proceedings or any authenticated copy thereof, shall at all times hereinafter be taken as evidence of the facts declared and established thereby.

9. That a certified copy of this Order shall be recorded in the Office of the Recorder of Deed of Clearfield County, Pennsylvania.

A handwritten signature in black ink, appearing to be a stylized 'J' or a similar character, is written over a horizontal line. To the right of the signature, the word "JUDGE" is printed in capital letters.

01-1406-CD  
AMERICAN GENERAL CONSUMER -vs- KENNETH M. BILLOTTE, JR. et ux  
DISCOUNT COMPANY

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

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff

vs.

KENNETH M. BILLOTTE, JR. and LESLIE  
A. BILLOTTE, husband and wife,

Defendants

: No. 2001- 1406-C

:  
: Type of Case: MORTGAGE  
: FORECLOSURE

:  
: Type of Pleading: COMPLAINT

:

:

: Filed on Behalf of:

:  
: Plaintiff, American General Consumer  
: Discount Company

:  
: Counsel of Record for this Party:

:  
: Pamela A. Ruest, Esquire

: McQuaide, Blasko, Schwartz, Fleming &  
: Faulkner, Inc.

: 811 University Drive  
: State College, PA 16801

:  
: (814) 238-4926

:  
: Supreme Court No. 51907

**FILED**

AUG 29 2001

William A. Shaw  
Prothonotary

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

AMERICAN GENERAL CONSUMER DISCOUNT COMPANY,	:	MORTGAGE FORECLOSURE
Plaintiff	:	No. 2001-
vs.	:	
KENNETH M. BILLOTTE, JR. and LESLIE A. BILLOTTE, husband and wife,	:	
Defendants	:	

**NOTICE**

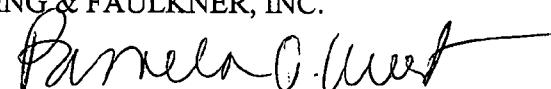
You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses 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 claim or relief requested by the Plaintiff. You may lose money or property or other legal 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  
230 East Market Street  
Clearfield, PA 16830  
Telephone (814) 765-2641

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:



Pamela A. Ruest, Esquire  
Attorneys for Plaintiff  
811 University Drive  
State College, PA 16801

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

AMERICAN GENERAL CONSUMER DISCOUNT COMPANY,	:	MORTGAGE FORECLOSURE
Plaintiff	:	No. 2001-
vs.	:	
KENNETH M. BILLOTTE, JR. and LESLIE A. BILLOTTE, husband and wife,	:	
Defendants	:	

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW, comes the Plaintiff, American General Consumer Discount Company, by and through its attorneys, McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., and files the following cause of action:

1. The Plaintiff is American General Consumer Discount Company, (hereinafter "American General"), a Pennsylvania corporation, having a principal place of business located at 101 North Allegheny Street, Bellefonte, Centre County, Pennsylvania 16823.
2. The Defendants are Kenneth M. Billotte, Jr. and Leslie A. Billotte, husband and wife, residing at and having a mailing address of R.R. 1, Box 255, Frenchville, Clearfield County, Pennsylvania 16836.
3. Plaintiff brings this action to foreclose upon the mortgage executed on September 29, 1999 by the Defendants, as Mortgagors, and American General, as Mortgagee, which was recorded on October 1, 1999 in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, and is identified as Instrument Number 199916392 (the "Mortgage"). A copy of

the Mortgage is attached hereto as Exhibit "A" and made a part hereof.

4. The Mortgage secures repayment of a loan made to Defendants by American General, as evidenced by a promissory note executed by Defendants on September 29, 1999 in the original principal amount of Sixty Five Thousand Four Hundred Twenty Two and 84/100 (\$65,422.84) Dollars and given to American General (the "Note"). A copy of the Note is attached hereto as Exhibit "B" and made a part hereof.

5. The land subject to the Mortgage (the "Mortgaged Premises") is:

ALL that certain property situated in the Township of Girard in the County of Clearfield and Commonwealth of Pennsylvania. Being described as follows: Containing 1.1 acres of land. Being more fully described in a Fee Simple Deed dated June 11, 1996 and recorded June 11, 1996. Among the land records of the County and State set forth above, in Volume 1764, Page 428.

AND BEING Tax Parcel No. 114-6-645-10.

6. The Defendants are the real owners of the Mortgaged Premises.

7. The Defendants are currently in possession of the Mortgaged Premises.

8. The Mortgage is in default because of the Defendants' failure to make the total principal and interest payment due on May 12, 2001 and timely payments due on the twelfth of each month thereafter.

9. By reason of the Defendants' default, the following amounts are due on the Mortgage and the Note as of August 22, 2001:

Unpaid principal balance	\$64,657.67
Interest	\$ 2,803.63
Prepayment penalty	\$ 2,481.03
Life Insurance refund	<u>\$ (2,631.79)</u>
Total	\$67,310.54

Plus interest from August 22, 2001, at the rate of \$21.239601 per day, together with all other sums advanced pursuant to the Mortgage or Note and costs of suit, including reasonable and actually incurred attorney's fees.

10. Plaintiff sent each Defendant a notice (the "Notices") on July 14, 2001 via Certified Mail and Via First Class Mail pursuant to the Homeowner's Emergency Mortgage Assistance Act, 35 P.S. § 1680.401 et. seq. ("Act 91"), and Section 403 of Act No. 6 of the 1974 Session of the General Assembly of the Commonwealth of Pennsylvania, 41 P.S. §403, ("Act 6"). Copies of both Certified Notices are attached hereto as Exhibit "C" and made a part hereof.

11. More than thirty (30) days have passed since the Notices were sent to Defendants.

12. The Defendants have not cured the default as set forth in the Notices.

13. The Defendants have not availed themselves of any rights afforded them by Act 91 or Act 6.

WHEREFORE, Plaintiff, American General Consumer Discount Company demands judgment against the Defendants, Kenneth M. Billotte, Jr. and Leslie A. Billotte, for foreclosure and sale of the Mortgaged Premises in the amount of Sixty Seven Thousand Three Hundred Ten and 54/100 (\$67,310.54) Dollars as set forth in this Complaint, plus interest from August 22, 2001 at the rate of \$21.239601 per day and costs of suit, including reasonable and actually incurred attorney's fees.

Respectfully submitted,

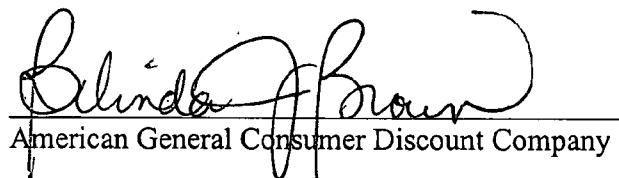
McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:   
Pamela A. Ruest, Esquire  
Attorneys for Plaintiff  
Pa.I.D. #51907  
811 University Drive  
State College, PA 16801  
(814) 238-4926

Dated: August 28, 2001

Verification

Plaintiff verifies that the statements made in this Complaint are true and correct. Plaintiff understands that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
American General Consumer Discount Company

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

RECEIVED  
JCT 01, 1999  
11:59:56 AM

(Space Above This Line For Recording Date) **5-50** \$1.00 \$1.00 \$13.00

## MORTGAGE

THIS MORTGAGE entered into this 29th day of September, 1999  
between Kenneth M and Leslie A Billotte, herein called  
Mortgagors, and American General Consumer Discount Company, the Mortgagee, a  
Pennsylvania corporation having a place of business at 101 N. Allegheny St., Bellefonte, Pa. 16823, herein called "Mortgagee", WITNESSETH, that to secure payment by Mortgagors of a promissory Note of even date herewith, in the principal amount of  
\$ 65422.84, together with interest thereon computed on unpaid principal balances from time to time outstanding (and/or any renewal, refinancing or extension thereof) and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by  
these presents sell, grant and convey to Mortgagee, ALL the following described real estate situated in Frenchville  
(City)(Borough)(Township) of Girard, County of Clearfield, Commonwealth of  
Pennsylvania, described as follows: Municipal Tax Lot       , Block         
(Insert legal description of mortgaged premises)

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF GIRARD IN THE COUNTY OF CLEARFIELD AND  
COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS: CONTAINING 1.1 ACRES OF LAND. BEING  
MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 06/11/1996 AND RECORDED 06/11/1996, AMONG THE  
LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 1764 PAGE 42B.

TAX PARCEL ID#S: 114-6-645-10

ADDRESS: RR 1 BOX 255

**FREANCHVILLE, PA 16036**

Being premises conveyed to said Mortgagors by Deed of Conveyance duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 1764, Page 428, as said premises are therein described

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

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

**PROVIDED, HOWEVER,** that if the Note and all sums secured by this Mortgage are paid in full, and Mortgagor performs all of the covenants and agreements of this Mortgage, then and in such event, this Mortgage and any estate or lien hereby granted, together with the Note, shall cease, terminate and become void.

**MORTGAGE COVENANTS.** Mortgagor and Mortgagee covenant and agree as follows:

1. Payment of Principal and Interest. Mortgagor shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges (if any) as provided in the Note.

**2. Taxes, Assessments, and Charges.** Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and household payments or accounts, etc.

3. Application of Payments. Unless applicable law provides otherwise, Mortgagor will first apply payments received, whether or not delinquent, in the following order: (1) to any applicable credit insurance premium, (2) to any applicable late charge, (3) to any applicable prepayment penalties, (4) to any interest that has accrued, and finally (5) to the unpaid balance of principal.

4. Prior Mortgages and Deed of Trust; Charges: Lien Mortgagor shall perform all of Mortgagor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due.

5. **Hazard Insurance.** Mortgagor 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Mortgagor; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Mortgagor and shall include a standard mortgage clause in favor of and in a form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this instrument.

In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagor. Mortgagor may make proof of loss if not made promptly by Mortgagor.

If the Property is abandoned by Mortgagor, or if the Mortgagor fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance

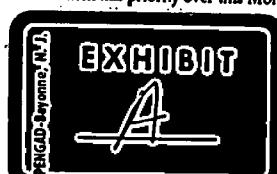
at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Letholds; Condominiums; Planned Unit Developments.** Mortgagor shall keep the Property in good repair and shall not commit waste or permit demolition, impairment, or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration and covenants creating and governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding (including, but not limited to, any bankruptcy proceeding) is commenced which materially affects Mortgagor's interest in the Property, then Mortgagor, at Mortgagor's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance is a condition of making the loan secured by this Mortgage, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Mortgagor's and Mortgagor's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagor shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagor's interest in the Property.



**10. Mortgagor Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagor to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey the Mortgagor's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular mail addressed to Mortgagor at the Mortgagor's address stated herein or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located, except that if the Note specifies the law of a different jurisdiction as governing, such law shall be the applicable law governing the interest rate, fees, charges, and other terms of the credit transaction secured hereby. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Mortgagor's Copy.** Mortgagor shall be furnished with and acknowledges receipt of a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.

**15. Rehabilitation Loan Agreement.** Mortgagor shall fulfill all of Mortgagor's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Mortgagor enters into with Mortgagee. Mortgagee, at Mortgagee's option, may require Mortgagor to execute and deliver to Mortgagee, in a form acceptable to Mortgagee, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

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

If Mortgagee exercises this option, Mortgagee shall give Mortgagor 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 Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

**17. Acceleration; Remedies.** Upon Mortgagor's breach of any covenant or agreement of Mortgagor in the Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagee, after notice of intention to foreclose and opportunity to cure as provided by law, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of abstracts, title reports, and documentary evidence.

**18. Assignment of Rents; Appointment of Receiver; Mortgagee in Possession.** As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor shall, prior to acceleration under Paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 17 hereof or abandonment of the Property, Mortgagee, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the Lender or the Receiver shall be applied first to payment of the cost of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Mortgagee and the receiver shall be liable to account only for those rents actually received.

**19. Release.** Upon payment of all sums secured by this Mortgage, Mortgagee shall satisfy or release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

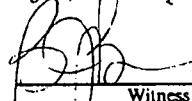
**20. Interest Rate after Judgment.** Mortgagor agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the highest rate permitted by law, not to exceed the Note rate.

**21. Waiver of Exemptions.** To the extent permitted by law, Mortgagor hereby waives and transfers to Mortgagee any exemption rights permitted under applicable state or federal law with respect to the Property.

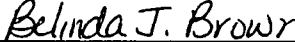
**22. Lender's Call Option.** [ ](if checked) Notwithstanding any provisions to the contrary contained in the Note, Mortgagor hereby covenants and agrees that the Mortgagee shall have the right, at its sole option, to declare the entire outstanding principal balance of the loan evidenced by the Note and accrued interest thereon to be due and payable in full on a date not less than \_\_\_\_\_ (\_\_\_\_\_) years from the date of the Note, except that Mortgagee, if it exercises such call option, shall send Mortgagor written notice thereof at least ninety (90) days (but not more than one-hundred and twenty (120) days) prior to such accelerated loan maturity date. The written notice to Mortgagor from Mortgagee will set forth therein the Mortgagee's accelerated maturity date for the loan.

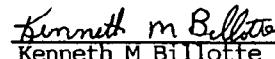
IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

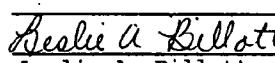
Signed, Sealed and Delivered in the Presence of

  
Witness

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Centre )  
SS:

On this, the 29th day of September 1999 before me   
the undersigned officer, personally appeared Kenneth M and Leslie A Billotte  
known to me (or satisfactorily proven) to be the person whose name above subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.  
In witness whereof, I, hereunto set my hand and official seal.

  
Kenneth M Billotte  
(SEAL)

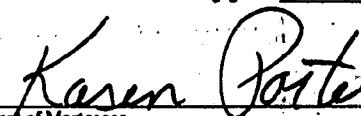
  
Leslie A. Billotte  
(SEAL)

  
Belinda J. Brown  
(SEAL)

Title of Officer

I, Karen Porter, of American General Consumer Discount Company  
Mortgagee named in the foregoing Mortgage hereby certify that the correct residence address of said Mortgagee is 101 N. Allegheny St.

Bellefonte, Pennsylvania.  
Witness my hand this 29th day of September, 1999.

  
Agent of Mortgagee

**AMERICAN  
GENERAL  
FINANCE**

ACCOUNT NUMBER 24723750	TYPE F	DATE FINANCE CHARGE BEGINS TO ACCRUE IF DIFFERENT FROM DATE OF NOTE 10/04/99	NOTE
BORROWER(S) NAME AND ADDRESS KENNETH M BILLOTTEJR LESLIE A BILLOTTE RR1 BOX 255 FRENCHVILLE, PA 16836		LENDER (WE, US, OUR) AMERICAN GENERAL CONSUMER DISCOUNT COMPANY 101 NORTH ALLEGHENY STREET BELLEFONTE, PA 16823-1626	

Date of Note	First Payment Due Date	Other Payments Due on Same Date of Each Month.	Final Payment Due Date	Amount of First Payment	Amount of Balloon Payment	Amount of Monthly Payment	Total Number of Payments	Term of Loan in Months
09/29/99	11/04/99		10/04/19	\$ 719.90	\$ NONE	\$ 719.90	240	240

ITEMIZATION OF AMOUNT FINANCED								
1. \$ 4336.59	Paid to Life Ins. Co. (Truncated Joint Coverage)		7. Appraiser for Appraisal Fee	\$ NONE	PAID TO			
2. \$ NONE	Paid to Life Ins. Co. (Truncated Single Coverage)		8. Title Exam Fee/Title Insurance	\$ 592.75	PAID TO	Advantage		
3. \$ NONE	Paid to Disability Ins. Co. (Truncated Single Coverage)		9. Taxes Paid to Gov't. Agency	\$ NONE	PAID TO			
4. \$ NONE	Paid to Property Insurance Co.	\$ NONE	10. Abstract Fee	\$ NONE	PAID TO			
5. \$ NONE	Paid to Public Officials for Certificate of Title Fees	Amount of Coverage	11. Paid on Prior Account with Lender	\$ NONE	PAID TO			
6. \$ 13.50	Paid to Public Officials for Recording and Releasing Fees		12. Amount Paid to you or on your behalf Itemized below	\$ 56000.00	\$ 45368.71	TO NBOC & CUST		
					\$ 5047.05	NBOC & CUST		
					\$ 3000.00	BENE & CUST		
13. \$ 60942.84	Amount Financed (Sum of lines 1 thru 12)		11.99 % Agreed Rate of Charge	\$ 700.00		CRAIG & DOEF		
14. \$ 111833.16	FINANCE CHARGE	→	A.S. 1120.00 Points (Prepaid Finance Charge)	\$ 769.99		TX CLM. BUREA		
15. 13.14 % ANNUAL PERCENTAGE RATE			B.S. 3360.00 Brokers Fee Prepaid FINANCE CHARGE (Paid to )	\$ 235.00		ADVATAGE		
16. \$ 172776.00	Total of Payments		C.\$107353.16 Interest	\$				
			17. \$ 65422.84 Principal Amount of Loan (13+14A+14B)	\$				
					\$ 879.25	YOU		

**FOR VALUE RECEIVED** the undersigned Borrower(s) jointly and severally promise to pay to the Lender named herein at the Lender's said office the principal amount of the loan shown above together with interest at the rate not to exceed the agreed rate set forth above, all of which is payable in successive monthly installments and the number and amount of said installments are shown herein. The first of these installments is payable on the First Payment Due Date shown above. Each successive installment on the same day of each succeeding month thereafter, the final installment being due and payable on the Final Payment Due Date shown above. Each installment shall be in the amount of installments shown above, if this Note is paid according to contract. Otherwise payments shall be applied first to NSF Check Charge then to interest and then to principal, the final payment shall be equal to the unpaid principal balance plus interest accrued and unpaid at the time the final installment is paid. If this Note is not paid at maturity, the unpaid balance shall bear interest after the final payment due date at the agreed rate shown above.

If you do not make a payment by the date it is due, or if you die, or if you fail to keep any promise or agreement in this Note or in any other instrument given as security for this loan, then you are in default. If you are in default, Lender may, after notice of intention to foreclose and opportunity to cure as provided by law, demand from you immediate payment of the entire amount of the unpaid principal and accrued but unpaid interest. Lender may also exercise all other legal rights such as taking possession of any property given as security, selling other property, and applying the money received from such sale to the amounts owed. If Lender refers this Note to any attorney (who is not Lender's employee, officer or director) for collection, you shall pay a reasonable attorney's fee not in excess of \$50.00 prior to commencement of foreclosure or other legal action, if such fee is actually incurred by Lender after the 30-day notice and cure period required by law. If foreclosure or other legal action is taken against you and the decision of the court is in Lender's favor, you shall pay a reasonable attorney's fee. You shall also pay to Lender all court costs and other collection cost which Lender actually incurs in connection with any collection activity. You shall also pay to Lender all court costs and other collection costs which Lender actually incurs in connection with any collection activity.

The debt represented by this Note is secured by a Mortgage executed by the Borrower(s).

In the event of default in full payment of any scheduled installment, the Lender, at its option and upon giving notice to the Borrower(s), may declare the entire unpaid balance of the Amount Financed and accrued charges thereon at once due and payable. All parties to this Note severally waive demand and presentment for payment, notice of nonpayment, notice of protest and protest of this Note. All parties agree that their liability under this Note shall not be affected by an extension of the time of payment of all or any part of the amount owing at any time or times.

**NSF CHECK CHARGE:** If the principal amount of the loan is in excess of \$50,000 we may impose a charge of \$ 20.00 plus any amount passed on from other financial institutions for each check, or similar sight order returned or dishonored for any reason.

**PREPAYMENT PENALTY:** If the principal amount of the loan is in excess of \$50,000 and you prepay 90% or more of the unpaid balance, we may charge a prepayment penalty computed as follows: Five percent (5%) of the unpaid principal balance if prepaid during the first year from the Date of Note; or Four percent (4%) of the unpaid principal balance if prepaid during the second year from the Date of Note; or Three percent (3%) of the unpaid principal balance if prepaid during the third year from the Date of Note; or Two percent (2%) of the unpaid principal balance if prepaid during the fourth year from the Date of Note; or One percent (1%) of the unpaid principal balance if prepaid during the fifth year from the Date of Note.

**DEMAND FEATURE:** [ ] Anytime after \_\_\_\_ year(s) from the date of this loan, we can demand the full balance and you will have to pay the principal amount of the loan and all unpaid interest accrued to the day we make the demand. If we elect to exercise this option you will be given written notice of election at least 90 days (but not more than 120 days) before payment in full is due. If you fail to pay, we will have the right to exercise any rights permitted under the Note, Mortgage or Deed of Trust that secures this loan. If we elect to exercise this option, and the Note calls for a prepayment penalty, that would be due, there will be no prepayment penalty.

**SIGNATURE:** You have signed this Note on the Date of Note in the presence of the person(s) identifying themselves below as witnesses.

**NOTICE:** The following NOTICE applies if you were referred to us by a seller of consumer goods or services and a substantial portion of the proceeds of this loan is used for the purchase of consumer goods from that seller:

**NOTICE**

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**COPY RECEIVED:** You acknowledge receipt of a completely filled-in copy of this Note and a copy of the Federal Disclosure Statement on a separate sheet.

Witness: Kenneth M Billotte Jr

L.S. (Seal)

SIGNATURE OF PRINCIPAL BORROWER

Witness: Leslie A Billotte

L.S. (Seal)

SIGNATURE OF OTHER BORROWER

Witness:

L.S. (Seal)

SIGNATURE OF OTHER BORROWER

SEE REVERSE

**EXHIBIT**

AND CONDITIONS

For the purpose of enforcing the payment of this obligation, the holder shall have full power and authority to sell, assign, collect, compromise, transfer and deliver any and all collateral pledged or hypothecated to secure this Promissory Note or so much thereof as may be requisite. Such sales may be made whenever the Lender or any assignee may direct and may be public or private with or without advertisement and with or without notice to or demand on the makers or any of them and the Lender or any assignee may become the purchaser of any or all of said collateral at any such sale.

It is understood and agreed that the holder shall not be compelled to resort first to the collateral used for the security of this obligation, but may at election require said obligation to be paid by any maker or makers, endorser or endorsers, surety or sureties herein and to this agreement said makers, endorsers and sureties hereby specifically give their assent.

Each of the undersigned hereby agrees and asserts that additional makers, endorsers, guarantors, or sureties may become parties to this Note either with or without notice to any of the undersigned, and without affecting the liability of any of the parties. Each of the undersigned hereby waives presentment of payment, demand, protest, and notice of protest and non-payment, and all defenses by reason of any extension of time of its payment that may be given by the Lender or assignee to the undersigned or any of them; and each of us hereby severally waives any and all benefits or relief from valuation and appraisal laws and homestead or other exemptions now in force or afterward enacted against this debt or any renewal thereof; and the undersigned each agrees that it shall not be necessary for the Lender to resort to legal remedies against any of the parties to this note before proceeding against any other party. No release of one or more of the makers, co-makers, sureties, guarantors, or other parties in any capacity, whether by operation of law or by any act of the Lender or assignee of this Note, shall release any other maker, co-maker, surety, guarantor or other party hereto in any capacity.

This Note shall be governed by the laws of the Commonwealth of Pennsylvania, except as may be preempted by the federal law, and in particular the provision of Section 501 of P.L. 96-221 governing first mortgage preemption shall apply if this loan is secured by a first mortgage on residential real estate or other property set forth in this section.

**CREDIT INSURANCE:** If you voluntarily request credit life or disability insurance, you acknowledge disclosure of the cost of such insurance and authorize us to include it in the balance payable under the note and security agreement.

You understand that credit insurance (which may include credit life, credit disability or credit personal property) is not required in connection with this loan and was not a factor in the approval of the extension of credit, and that you may obtain such insurance, if you want it, from any person you choose. If you have chosen to obtain credit insurance through Lender, then (a) your choice to obtain such credit insurance through Lender is indicated on a separately signed Federal Disclosure Statement, a copy of which has been given to you and (b) the cost of such credit insurance is included within the Amount Financed and is shown on the itemization of Amount Financed.

**CANCELLATION OF INSURANCE:** If authorized by law, and Lender purchased any insurance for you which protects your account or collateral, you assign to us any returned or unearned insurance premiums, not in excess of the unpaid principal balance, to be applied to the unpaid principal balance.

BY MAKING PAYMENTS PROMPTLY WHEN DUE YOU WILL AVOID ADDITIONAL CHARGES

**PLEASE BE SURE THIS RECEIPT BOOK  
ACCOMPANIES YOUR PAYMENT**

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Received by (Please Print Clearly) <u>Leslie A. Billotte</u> B. Date of Delivery <u>7-14-01</u></p> <p>C. Signature <u>Leslie A. Billotte</u> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <u>RR 1, Box 255, Frenchville, PA 16836</u> <input checked="" type="checkbox"/> No</p> <p>1. Article Addressed to:</p> <p><i>Kenneth M. Billotte, Jr.</i>  <i>RR 1, Box 255</i>  <i>Frenchville, PA 16836</i></p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

**2. Article Number (Copy from service label)**

7099 3400 0012 9209 5025 11

PS Form 3811, July 1999

**Domestic Return Receipt**

103605 00 M 1380

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Received by (Please Print Clearly) <u>Leslie A Billotte</u> B. Date of Delivery <u>7-14-01</u></p> <p>C. Signature <u>X Leslie Billotte</u> Agent <input type="checkbox"/> Addressee <input checked="" type="checkbox"/></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p><i>Leslie A. Billotte RR 1, Box 255 Frenchville, PA 16836</i></p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Copy from service label)</p> <p><i>7099 3400 0042 9209 5088</i></p>			

PS Form 3811, July 1999

20088

102506 00 M 1995

<b>U.S. POSTAL SERVICE</b> <b>CERTIFIED MAIL RECEIPT</b> <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>											
<b>Article Sent To:</b>											
<i>Kennedy M. Billotte, Jr.</i>											
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">Postage</td> <td style="text-align: right;">\$ .50</td> </tr> <tr> <td>Certified Fee</td> <td style="text-align: right;">2.10</td> </tr> <tr> <td>Return Receipt Fee (Endorsement Required)</td> <td style="text-align: right;">1.50</td> </tr> <tr> <td>Restricted Delivery Fee (Endorsement Required)</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Total Postage &amp; Fees</td> <td style="text-align: right;"><b>\$ 4.11</b></td> </tr> </table>		Postage	\$ .50	Certified Fee	2.10	Return Receipt Fee (Endorsement Required)	1.50	Restricted Delivery Fee (Endorsement Required)	0.00	Total Postage & Fees	<b>\$ 4.11</b>
Postage	\$ .50										
Certified Fee	2.10										
Return Receipt Fee (Endorsement Required)	1.50										
Restricted Delivery Fee (Endorsement Required)	0.00										
Total Postage & Fees	<b>\$ 4.11</b>										
<i>6500/6500 11/2001 - 101</i>											
<b>Name (Please Print Clearly) (to be completed by mailer)</b>											
<i>Kennedy M. Billotte, Jr.</i>											
<b>Street, Apt. No. or PO Box No.</b>											
<i>R.R. 1 Box 255</i>											
<b>City, State, Zip No.</b>											
<i>Elkhorn, NE 68021</i>											

PS Form 3800 - July 1992

See Box



U.S. Postal Service <b>CERTIFIED MAIL RECEIPT</b> <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
Article Sent To:	
Leslie A Billotte	
Postage	\$ .57
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.17
Postmark Here	
Name (Please Print Clearly) (to be completed by mailer)	
Leslie A Billotte	
Street, Apt. No. or PO Box No.	
RR 1 Box 255	
City, State, Zip No.	
Herschville PA 16836	

PHOTOGRAPH BY JEFFREY L. BROWN

-6m 3800, July 1999

1000

1. *What is the relationship between the two main characters?*

THE INFLUENCE OF CULTURE ON LANGUAGE

See Reverse for Instructions

4 OCT 01 Document  
~~Reissued~~ Reissued to Sheriff Attorney  
for service. C. L. Clark

Deputy Prothonotary

FILED Aug 9 2001  
MICHIGAN  
AUG 2 9 2001 2 CC Sheriff  
SAC  
William A. Shaw  
Prothonotary

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

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff

vs.

KENNETH M. BILLOTTE, JR. and LESLIE  
A. BILLOTTE, husband and wife,

Defendants

: No. 2001-1406-CD

: Type of Case: MORTGAGE  
FORECLOSURE

: Type of Pleading: PRAECIPE TO  
REINSTATE  
COMPLAINT

: Filed on Behalf of:

: Plaintiff, American General Consumer  
Discount Company

: Counsel of Record for this Party:

: Pamela A. Ruest, Esquire  
: McQuaide, Blasko, Schwartz, Fleming &  
: Faulkner, Inc.  
: 811 University Drive  
: State College, PA 16801

: (814) 238-4926

: Supreme Court No. 51907

**FILED**

OCT 04 2001

William A. Shaw  
Prothonotary

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

AMERICAN GENERAL CONSUMER DISCOUNT COMPANY,	:	MORTGAGE FORECLOSURE
Plaintiff	:	No. 2001-1406-CD
vs.	:	
KENNETH M. BILLOTTE, JR. and LESLIE A. BILLOTTE, husband and wife,	:	
Defendants	:	

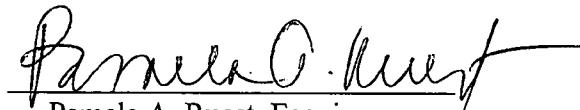
PRAECIPE

To The Prothonotary:

Please reinstate the Complaint filed in this matter on August 29, 2001 which has not yet  
been served upon Defendant, Kenneth M. Billotte, Jr.

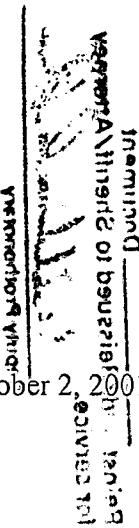
McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:



Pamela A. Ruest, Esquire  
Attorneys for Plaintiff  
Pa.I.D. #51907  
811 University Drive  
State College, PA 16801  
(814) 238-4926

Dated: October 2, 2001



**FILED**

OCT 04 2001  
10/324/01 (2nd) Court  
William A. Shaw  
Prothonotary

DO 7.00

Comp: memo. to Shaw

10-4-01  
Reissued/Reissued to Sheriff/Attala Co  
for service.  
W. A. Shaw  
Prothonotary

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

Sheriff Docket # 11443

AMERICAN GENERAL CONSUMER DISCOUNT COMPANY

01-1406-CD

VS.

BILLOTTE, KENNETH M. JR. and LESLIE A.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW SEPTEMBER 17, 2001 AT 9:01 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LESLIE A. BILLOTTE, DEFENDANT AT SHERIFF'S OFFICE, MARKET ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LESLIE A. BILLOTTE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING

NOW OCTOBER 9, 2001 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO KENNETH M. BILLOTTE JR., DEFENDANT.

---

**Return Costs**

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

**FILED**

OCT 15 2001

11:30pm

William A. Shaw

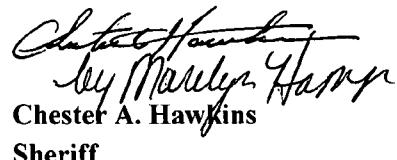
Prothonotary

Sworn to Before Me This

15th Day of October 2001  


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

So Answers,

  
Chester A. Hawkins  
Sheriff

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

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff

vs.

KENNETH M. BILLOTTE, JR. and LESLIE  
A. BILLOTTE, husband and wife,

Defendants

: No. 2001-1406-CJ

: Type of Case: MORTGAGE  
FORECLOSURE

: Type of Pleading: COMPLAINT

: Filed on Behalf of:

: Plaintiff, American General Consumer  
Discount Company

: Counsel of Record for this Party:

: Pamela A. Ruest, Esquire

: McQuaide, Blasko, Schwartz, Fleming &  
Faulkner, Inc.

: 811 University Drive

: State College, PA 16801

: (814) 238-4926

: Supreme Court No. 51907

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

[AUG 12 2001]

Attest:

  
Prothonotary

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

AMERICAN GENERAL CONSUMER DISCOUNT COMPANY,	:	MORTGAGE FORECLOSURE
Plaintiff	:	No. 2001-
vs.	:	
KENNETH M. BILLOTTE, JR. and LESLIE A. BILLOTTE, husband and wife,	:	
Defendants	:	

**NOTICE**

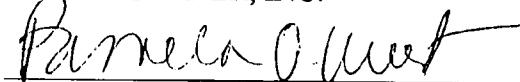
You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses 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 claim or relief requested by the Plaintiff. You may lose money or property or other legal 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  
230 East Market Street  
Clearfield, PA 16830  
Telephone (814) 765-2641

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:



Pamela A. Ruest, Esquire  
Attorneys for Plaintiff  
811 University Drive  
State College, PA 16801

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

AMERICAN GENERAL CONSUMER DISCOUNT COMPANY,	:	MORTGAGE FORECLOSURE
Plaintiff	:	No. 2001-
vs.	:	
KENNETH M. BILLOTTE, JR. and LESLIE A. BILLOTTE, husband and wife,	:	
Defendants	:	

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW, comes the Plaintiff, American General Consumer Discount Company, by and through its attorneys, McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., and files the following cause of action:

1. The Plaintiff is American General Consumer Discount Company, (hereinafter "American General"), a Pennsylvania corporation, having a principal place of business located at 101 North Allegheny Street, Bellefonte, Centre County, Pennsylvania 16823.
2. The Defendants are Kenneth M. Billotte, Jr. and Leslie A. Billotte, husband and wife, residing at and having a mailing address of R.R. 1, Box 255, Frenchville, Clearfield County, Pennsylvania 16836.
3. Plaintiff brings this action to foreclose upon the mortgage executed on September 29, 1999 by the Defendants, as Mortgagors, and American General, as Mortgagee, which was recorded on October 1, 1999 in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, and is identified as Instrument Number 199916392 (the "Mortgage"). A copy of

the Mortgage is attached hereto as Exhibit "A" and made a part hereof.

4. The Mortgage secures repayment of a loan made to Defendants by American General, as evidenced by a promissory note executed by Defendants on September 29, 1999 in the original principal amount of Sixty Five Thousand Four Hundred Twenty Two and 84/100 (\$65,422.84) Dollars and given to American General (the "Note"). A copy of the Note is attached hereto as Exhibit "B" and made a part hereof.

5. The land subject to the Mortgage (the "Mortgaged Premises") is:

ALL that certain property situated in the Township of Girard in the County of Clearfield and Commonwealth of Pennsylvania. Being described as follows: Containing 1.1 acres of land. Being more fully described in a Fee Simple Deed dated June 11, 1996 and recorded June 11, 1996. Among the land records of the County and State set forth above, in Volume 1764, Page 428.

AND BEING Tax Parcel No. 114-6-645-10.

6. The Defendants are the real owners of the Mortgaged Premises.

7. The Defendants are currently in possession of the Mortgaged Premises.

8. The Mortgage is in default because of the Defendants' failure to make the total principal and interest payment due on May 12, 2001 and timely payments due on the twelfth of each month thereafter.

9. By reason of the Defendants' default, the following amounts are due on the Mortgage and the Note as of August 22, 2001:

Unpaid principal balance	\$64,657.67
Interest	\$ 2,803.63
Prepayment penalty	\$ 2,481.03
Life Insurance refund	<u>\$ (2,631.79)</u>
Total	\$67,310.54

Plus interest from August 22, 2001, at the rate of \$21.239601 per day, together with all other sums advanced pursuant to the Mortgage or Note and costs of suit, including reasonable and actually incurred attorney's fees.

10. Plaintiff sent each Defendant a notice (the "Notices") on July 14, 2001 via Certified Mail and Via First Class Mail pursuant to the Homeowner's Emergency Mortgage Assistance Act, 35 P.S. § 1680.401 et. seq. ("Act 91"), and Section 403 of Act No. 6 of the 1974 Session of the General Assembly of the Commonwealth of Pennsylvania, 41 P.S. §403, ("Act 6"). Copies of both Certified Notices are attached hereto as Exhibit "C" and made a part hereof.

11. More than thirty (30) days have passed since the Notices were sent to Defendants.
12. The Defendants have not cured the default as set forth in the Notices.
13. The Defendants have not availed themselves of any rights afforded them by Act 91 or Act 6.

WHEREFORE, Plaintiff, American General Consumer Discount Company demands judgment against the Defendants, Kenneth M. Billotte, Jr. and Leslie A. Billotte, for foreclosure and sale of the Mortgaged Premises in the amount of Sixty Seven Thousand Three Hundred Ten and 54/100 (\$67,310.54) Dollars as set forth in this Complaint, plus interest from August 22, 2001 at the rate of \$21.239601 per day and costs of suit, including reasonable and actually incurred attorney's fees.

Respectfully submitted,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

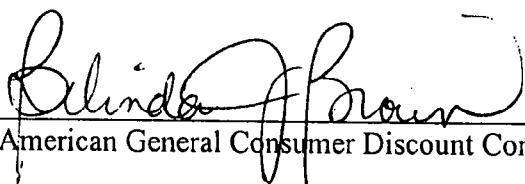
By: Pamela A. Ruest

Pamela A. Ruest, Esquire  
Attorneys for Plaintiff  
Pa.I.D. #51907  
811 University Drive  
State College, PA 16801  
(814) 238-4926

Dated: August 28, 2001

Verification

Plaintiff verifies that the statements made in this Complaint are true and correct. Plaintiff understands that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
American General Consumer Discount Company

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
199916392  
RECORDED ON  
Oct 01, 1999  
11:59:56 AM

(Space Above This Line For Recording Data) **AM 99 55 00 00 \$1.00 \$1.00 13.00**

## MORTGAGE

THIS MORTGAGE entered into this 29th day of September, 1999  
between Kenneth M and Leslie A Billotte, herein called  
"Mortgagors", and American General Consumer Discount Company,  
Pennsylvania corporation having a place of business at 101 N. Allegheny St., Bellefonte, Pa. 16823,  
herein called "Mortgagee", WITNESSETH, that to secure payment by Mortgagors of a promissory Note of even date herewith, in the principal amount of  
\$ 65422.84, together with interest thereon computed on unpaid principal balances from time to time outstanding (and/or  
any renewal, refinancing or extension thereof) and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by  
these presents sell, grant and convey to Mortgagee, ALL the following described real estate situated in Frenchville,  
(City)(Borough)(Township) of Girard, County of Clearfield, Commonwealth of  
Pennsylvania, described as follows: Municipal Tax Lot       , Block         
(Insert legal description of mortgaged premises)

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF GIRARD IN THE COUNTY OF CLEARFIELD AND  
COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS: CONTAINING 1.1 ACRES OF LAND, BEING  
MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 06/11/1996 AND RECORDED 06/11/1996, AMONG THE  
LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 1764 PAGE 42B.

TAX PARCEL ID# 114-6-645-10  
ADDRESS: RR 1 BOX 255  
FRENCHVILLE, PA 16036

Being premises conveyed to said Mortgagors by Deed of Conveyance duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 1764, Page 428, as said premises are therein described.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

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

**PROVIDED, HOWEVER,** that if the Note and all sums secured by this Mortgage are paid in full, and Mortgagor performs all of the covenants and agreements of this Mortgage, then and in such event, this Mortgage and any estate or lien hereby granted, together with the Note, shall be and become void.

#### **MORTGAGE COVENANTS. Mortgagor and Mortgagor's equipment and fixtures.**

**1. Payment of Principal and Interest.** Mortgagor and Mortgagee covenant and agree as follows:  
charges (if any) as provided in the Note.

**2. Taxes, Assessments, and Charges.** Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any.

**3. Application of Payments.** Unless applicable law provides otherwise, Mortgagee will first apply payments received, whether or not delinquent, in the following order: (1) to any applicable credit insurance premium, (2) to any applicable late charges, (3) to any applicable prepayment penalties, (4) to any interest that has accrued, and finally (5) to the unpaid balance of principal.

**4. Prior Mortgagors and Deed of Trust; Charges; Liens.** Mortgagor shall perform all of Mortgagor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due.

**5. Hazard Insurance.** Mortgagor 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Mortgagee, provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in a form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

If the Property is abandoned by Mortgagor, or if the Mortgagor fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

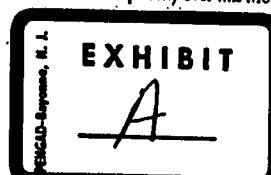
**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Mortgagor shall keep the Property in good repair and shall not commit waste or permit demolition, impairment, or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration and covenants creating and governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding (including, but not limited to, any bankruptcy proceeding) is commenced which materially affects Mortgagee's interest in the Property, then Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance is a condition of making the loan secured by this Mortgage, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Mortgagor's and Mortgagee's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.



**10. Mortgagor Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagor to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagor shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest. Any forbearance by Mortgagor in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagor and Mortgagor, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who co-signs this Mortgage, but does not execute the Note, (a) is personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular mail addressed to Mortgagor at the Mortgagor's address stated herein or at such other address as Mortgagor may designate by notice to Mortgagor as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagor when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located, except that if the Note specifies the law of a different jurisdiction as governing, such law shall be the applicable law governing the interest rate, fees, charges, and other terms of the credit transaction secured hereby. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Mortgagor's Copy.** Mortgagor shall be furnished with and acknowledges receipt of a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.

**15. Rehabilitation Loan Agreement.** Mortgagor shall fulfill all of Mortgagor's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Mortgagor enters into with Mortgagor. Mortgagor, at Mortgagor's option, may require Mortgagor to execute and deliver to Mortgagor, in a form acceptable to Mortgagor, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

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

If Mortgagor exercises this option, Mortgagor shall give Mortgagor 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 Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagor may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

**17. Acceleration; Remedies.** Upon Mortgagor's breach of any covenant or agreement of Mortgagor in the Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagor, after notice of intention to foreclose and opportunity to cure as provided by law, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of abstracts, title reports, and documentary evidence.

**18. Assignment of Rents; Appointment of Receiver; Mortgagor in Possession.** As additional security hereunder, Mortgagor hereby assigns to Mortgagor the rents of the Property, provided that Mortgagor shall, prior to acceleration under Paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 17 hereof or abandonment of the Property, Mortgagor, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the Lender or the Receiver shall be applied first to payment of the cost of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Mortgagor and the receiver shall be liable to account only for those rents actually received.

**19. Release.** Upon payment of all sums secured by this Mortgage, Mortgagor shall satisfy or release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

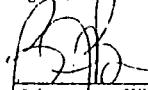
**20. Interest Rate after Judgment.** Mortgagor agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the highest rate permitted by law, not to exceed the Note rate.

**21. Waiver of Exemptions.** To the extent permitted by law, Mortgagor hereby waives and transfers to Mortgagor any exemption rights permitted under applicable state or federal law with respect to the Property.

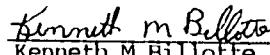
**22. Lender's Call Option.**  (If checked) Notwithstanding any provisions to the contrary contained in the Note, Mortgagor hereby covenants and agrees that the Mortgagor shall have the right, at its sole option, to declare the entire outstanding principal balance of the loan evidenced by the Note and accrued interest thereon to be due and payable in full on a date not less than \_\_\_\_\_ (\_\_\_\_\_) years from the date of the Note, except that Mortgagor, if it exercises such call option, shall send Mortgagor written notice thereof at least ninety (90) days (but not more than one-hundred and twenty (120) days) prior to such accelerated loan maturity date. The written notice to Mortgagor from Mortgagor will set forth therein the Mortgagor's accelerated maturity date for the loan.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

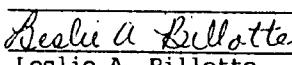
Signed, Sealed and Delivered in the Presence of

  
\_\_\_\_\_  
Witness

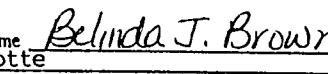
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Centre )  
\_\_\_\_\_  
SS

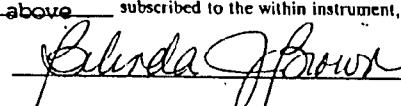
  
Kenneth M. Billotte

(SEAL)

  
Leslie A. Billotte

(SEAL)

On this, the 29th day of September 1999 before me   
the undersigned officer, personally appeared Kenneth M. and Leslie A. Billotte  
known to me (or satisfactorily proven) to be the person whose name above subscribed to the within instrument, and acknowledged that  
he \_\_\_\_\_ executed the same for the purposes therein contained.  
In witness whereof, I hereto set my hand and official seal.

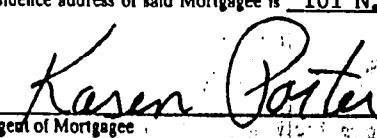
  
Title of Officer

NOTARIAL SEAL  
BELINDA J. BROWN, Notary Public  
Bellefonte Borough, Centre County  
My Commission Expires August 4, 2001

CERTIFICATE OF RESIDENCE

I, Karen Porter, of American General Consumer Discount Company  
Mortgagor named in the foregoing Mortgage hereby certify that the correct residence address of said Mortgagor is 101 N. Allegheny St.

Bellefonte, Pennsylvania.  
Witness my hand this 29th day of September, 1999.

  
Agent of Mortgagor



For the purpose of enforcing the payment of this obligation, the holder shall have full power and authority to sell, assign, collect, compromise, transfer and deliver any and all collateral pledged or hypothecated to secure this Promissory Note or so much thereof as may be requisite. Such sales may be made whenever the Lender or any assignee may direct and may be public or private with or without advertisement and with or without notice to or demand on the makers or any of them and the Lender or any assignee may become the purchaser of any or all of said collateral at any such sale.

It is understood and agreed that the holder shall not be compelled to resort first to the collateral used for the security of this obligation, but may at election require said obligation be paid by any maker or makers, endorser or endorsers, surety or sureties herein and to this agreement said makers, endorsers and sureties hereby specifically give their assent.

Each of the undersigned hereby agrees and asserts that additional makers, endorsers, guarantors, or sureties may become parties to this Note either with or without notice to any of the undersigned, and without affecting the liability of any of the parties. Each of the undersigned hereby waives presentment of payment, demand, protest, and notice of protest and non-payment, and all defenses by reason of any extension of time of its payment that may be given by the Lender or assignee to the undersigned or any of them; and each of us hereby severally waives any and all benefits or relief from valuation and appraisement laws and homestead or other exemptions now in force or afterward enacted against this debt or any renewal thereof; and the undersigned each agrees that it shall not be necessary for the Lender to resort to legal remedies against any of the parties to this note before proceeding against any other party. No release of one or more of the makers, co-makers, sureties, guarantors, or other parties in any capacity, whether by operation of law or by any act of the Lender or assignee of this Note, shall release any other maker, co-maker, surety, guarantor, or other party hereto in any capacity.

This Note shall be governed by the laws of the Commonwealth of Pennsylvania, except as may be preempted by the federal law, and in particular the provision of Section 501 of P.L. 96-221 governing first mortgage preemption shall apply if this loan is secured by a first mortgage on residential real estate or other property set forth in this section.

**CREDIT INSURANCE:** If you voluntarily request credit life or disability insurance, you acknowledge disclosure of the cost of such insurance and authorize us to include it in the balance payable under the note and security agreement.

You understand that credit insurance (which may include credit life, credit disability or credit personal property) is not required in connection with this loan and was not a factor in the approval of the extension of credit, and that you may obtain such insurance, if you want it, from any person you choose. If you have chosen to obtain credit insurance through Lender, then (a) your choice to obtain such credit insurance through Lender is indicated on a separately signed Federal Disclosure Statement, a copy of which has been given to you and (b) the cost of such credit insurance is included within the Amount Financed and is shown on the Itemization of Amount Financed.

**CANCELLATION OF INSURANCE:** If authorized by law, and Lender purchased any insurance for you which protects your account or collateral, you assign to us any returned or unearned insurance premiums, not in excess of the unpaid principal balance, to be applied to the unpaid principal balance.

BY MAKING PAYMENTS PROMPTLY WHEN DUE YOU WILL AVOID ADDITIONAL CHARGES.

**PLEASE BE SURE THIS RECEIPT BOOK  
ACCOMPANIES YOUR PAYMENT**

**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, or on the front if space permits.

**1. Article Addressed to:**

Kenneth M. Billotte Jr.  
RR 1, Box 255  
Frenchville, PA 16836

**2. Article Number (Copy from service label)**

7099 3400 0012 9209 5025

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**COMPLETE THIS SECTION ON DELIVERY****A. Received by (Please Print Clearly)**

Leslie A. Billotte 7-14-01

**B. Date of Delivery****C. Signature**

X Leslie A. Billotte  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****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, or on the front if space permits.

**1. Article Addressed to:**

Leslie A. Billotte  
RR 1, Box 255  
Frenchville, PA  
16836

**2. Article Number (Copy from service label)**

7099 3400 0012 9209 5088

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**COMPLETE THIS SECTION ON DELIVERY****A. Received by (Please Print Clearly)**

Leslie A. Billotte 7-14-01

**B. Date of Delivery****C. Signature**

X Leslie A. Billotte  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**5095  
9209  
0012  
3400  
7099**U.S. POSTAL SERVICE  
CERTIFIED MAIL RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)****Article Sent To:**

Postage	\$ .51	Postmark Here
Certified Fee	2.10	
Return Receipt Fee (Endorsement Required)	1.50	
Restricted Delivery Fee (Endorsement Required)		
<b>Total Postage &amp; Fees</b>	<b>\$ 4.11</b>	

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

Kenneth M. Billotte Jr.  
RR 1, Box 255  
Frenchville, PA 16836

PS Form 3800, July 1999

See Rev

**U.S. POSTAL SERVICE  
CERTIFIED MAIL RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)****Article Sent To:**

Postage	\$ .51	Postmark Here
Certified Fee	2.10	
Return Receipt Fee (Endorsement Required)	1.50	
Restricted Delivery Fee (Endorsement Required)		
<b>Total Postage &amp; Fees</b>	<b>\$ 4.11</b>	

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

Leslie A. Billotte  
RR 1, Box 255  
Frenchville, PA 16836

PS Form 3800, July 1999

See Reverse for Instructions

**EXHIBIT****C**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11443

AMERICAN GENERAL CONSUMER DISCOUNT COMPANY

01-1406-CD

VS.

BILLOTTE, KENNETH M. JR. and LESLIE A.

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW OCTOBER 24, 2001 AT 7:15 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KENNETH M. BILLOTTE JR., DEFENDANT AT RESIDENCE, RR#1 BOX 255, FRENCHVILLE (BALD HILL), CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LESLIE BILLOTTE, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING.

---

Return Costs

Cost	Description
30.14	SHFF. HAWKINS PAID BY: ATTY.

Sworn to Before Me This

26<sup>th</sup> Day Of October 2001

WILLIAM A. SHAW  
Prothonotary

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

So Answers,

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

**FILED**

OCT 26 2001

William A. Shaw  
Prothonotary

**FILED**

OCT 26 2001

William A. Shaw  
Prothonotary

FILED

OCT 26 2001

013:41 p.m.  
William A. Shaw *EW*  
Prothonotary  
no CC

WILLIAM A. SHAW  
Prothonotary  
McComas County Courthouse  
141 Youngs Hill Road  
Clayton, NC 27525-0001  
910-582-4300

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

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff

vs.

KENNETH M. BILLOTTE, JR. and LESLIE  
A. BILLOTTE, husband and wife,

Defendants

: No. 2001-1406-CD

: Type of Case: MORTGAGE  
: FORECLOSURE

: Type of Pleading: AFFIDAVIT OF  
: SERVICE

: Filed on Behalf of:

: Plaintiff, American General Consumer  
: Discount Company

: Counsel of Record for this Party:

: Pamela A. Ruest, Esquire  
: McQuaide, Blasko, Schwartz, Fleming &  
: Faulkner, Inc.  
: 811 University Drive  
: State College, PA 16801  
:  
: (814) 238-4926  
:  
: Supreme Court No. 51907

**FILED**

NOV 15 2001  
M/12:20/wm  
William A. Shaw  
Prothonotary

I CERTIFY TO ATTY

WES

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

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff

MORTGAGE FORECLOSURE

vs.

2001-1406-CD

KENNETH M. BILLOTTE, JR. and LESLIE  
A. BILLOTTE, husband and wife,

Defendants

**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA

}

COUNTY OF CENTRE

} ss:

}

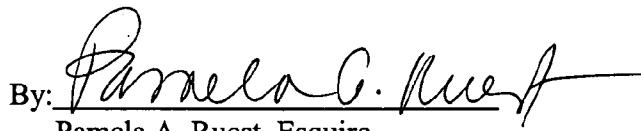
Pamela A. Ruest, Attorney for the Plaintiff in the above-captioned matter, being duly sworn according to law doth deposes and says that a Notice of Praeclipe to Enter Judgment by Default was mailed by U.S. First Class Mail, at the post office in State College, Pennsylvania 16801, on November 14, 2001, to the Defendants:

Kenneth M. Billotte, Jr.  
R.R. 1, Box 255  
Frenchville, PA 16836

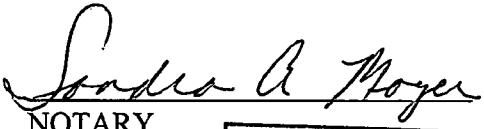
Leslie A. Billotte  
R.R. 1, Box 255  
Frenchville, PA 16836

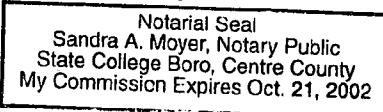
Copies of said Notices are attached hereto as Exhibits A and B, respectively.

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:   
Pamela A. Ruest, Esquire  
Attorneys for Plaintiff

Sworn to and subscribed before  
me this 14<sup>th</sup> day of November, 2001.

  
NOTARY  
[SEAL]



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

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, :  
Plaintiff : MORTGAGE FORECLOSURE  
vs. :  
: 2001-1406-CD  
KENNETH M. BILLOTTE, JR. and LESLIE :  
A. BILLOTTE, husband and wife, :  
Defendants :

**NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

To: Kenneth M. Billotte, Jr.  
R.R. 1, Box 255  
Frenchville, PA 16836

Date of Notice: November 14, 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  
230 East Market Street  
Clearfield, PA 16830  
Telephone (814) 765-2641

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:

*Pamela A. Ruest*

Pamela A. Ruest, Esquire  
Attorneys for Plaintiff  
Pa.I.D. #51907  
811 University Drive  
State College, PA 16801  
(814) 238-4926

EXHIBIT

*A*

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

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff

MORTGAGE FORECLOSURE

vs.

2001-1406-CD

KENNETH M. BILLOTTE, JR. and LESLIE  
A. BILLOTTE, husband and wife,

Defendants

**NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

To: Leslie A. Billotte  
R.R. 1, Box 255  
Frenchville, PA 16836

Date of Notice: November 14, 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:

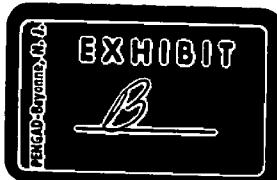
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
Telephone (814) 765-2641

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:

*Pamela A. Ruest*

Pamela A. Ruest, Esquire  
Attorneys for Plaintiff  
Pa.I.D. #51907  
811 University Drive  
State College, PA 16801  
(814) 238-4926



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

AMERICAN GENERAL CONSUMER :  
DISCOUNT COMPANY, :  
Plaintiff : MORTGAGE FORECLOSURE  
vs. : 2001-1406-CD  
KENNETH M. BILLOTTE, JR. and LESLIE :  
A. BILLOTTE, husband and wife, :  
Defendants :  
:

**PRAECIPE FOR WRIT OF EXECUTION**  
(Mortgage Foreclosure)

To the Prothonotary:

Please issue writ of execution in the above matter:

Unpaid Principal Balance	\$64,657.67
Interest through 8/22/01	\$ 2,803.63
Prepayment penalty	\$ 2,481.03
Life Insurance Refund	\$(2,631.79)
Attorney's fees & costs	\$ <u>2,500.00</u>
Total	\$69,810.54

A description of the mortgaged premises is attached hereto as Exhibit "A."

Respectfully submitted,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:

*Pamela A. Ruest*  
Pamela A. Ruest, Esquire  
Attorneys for Plaintiff  
Pa.I.D. #51907  
811 University Drive  
State College, PA 16801  
(814) 238-4926

FILED  
NOV 30 2001  
William A. Shaw  
Prothonotary

Dated: November 29, 2001

## EXHIBIT A

ALL that certain lot or parcel of land situate in Girard Township, Clearfield County, Pennsylvania, which is bounded and described as follows:

BEGINNING at an iron pin at edge of right of way of Township Road leading through Bald Hill North to South; thence along said road North five (5) degrees fifty-seven (57) minutes West for a distance of two hundred and ten (210) feet to an iron pin at edge of said road and the former Harry T. Smith Estate; thence along said Smith lands North eighty-eight (88) degrees East for a distance of two hundred and eighty-two and twenty one-hundredths (282.20) feet to an iron pin; thence still along former Smith lands South fifty-four (54) degrees thirty-five (35) minutes East for a distance of one hundred and thirty (130) feet to an iron pin; thence along lands of former Grantors, South seventy-two (72) degrees three one-hundredths (.03) minutes West for a distance of two hundred and eighty-four (284) feet to an iron pin and place of beginning. Containing one and one tenth (1.1) acres.

BEING the same premises conveyed to Grantors herein by Deed of Jerry Stiner and Donna Jackson Stiner, dated June 11, 1996 and recorded in Clearfield County in Volume 1764, Page 428.

Tax Parcel Number: 114-6-645-10  
Address: RR #1, Box 255  
Frenchville, PA 16836

FILED

NOV 30 2001

112410th Rust pd \$0.00

William A. Shaw

Prothonotary Courts Henry

10/27

**COPY**

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

AMERICAN GENERAL CONSUMER :  
DISCOUNT COMPANY, :  
Plaintiff : MORTGAGE FORECLOSURE  
vs. :  
KENNETH M. BILLOTTE, JR. and LESLIE :  
A. BILLOTTE, husband and wife, :  
Defendants :  
2001-1406-CD

**WRIT OF EXECUTION**

Commonwealth of Pennsylvania :  
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 following described property:

ALL that certain lot or parcel of land situate in Girard Township, Clearfield County, Pennsylvania, which is bounded and described as follows:

BEGINNING at an iron pin at edge of right of way of Township Road leading through Bald Hill North to South; thence along said road North five (5) degrees fifty-seven (57) minutes West for a distance of two hundred and ten (210) feet to an iron pin at edge of said road and the former Harry T. Smith Estate; thence along said Smith lands North eighty-eight (88) degrees East for a distance of two hundred and eighty-two and twenty one-hundredths (282.20) feet to an iron pin; thence still along former Smith lands South fifty-four (54) degrees thirty-five (35) minutes East for a distance of one hundred and thirty (130) feet to an iron pin; thence along lands of former Grantors, South seventy-two (72) degrees three one-hundredths (.03) minutes West for a distance of two hundred and eighty-four (284) feet to an iron pin and place of beginning. Containing one and one tenth (1.1) acres.

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Prepayment penalty	\$ 2,481.03
Life Insurance Refund	\$(2,631.79)
Attorney's fees & costs	\$ <u>2,500.00</u>
Total	\$69,810.54
Prothonotary Costs:	<u>212.88</u>

Prothonotary



Deputy

Seal of the Court

Date: 11/30/01

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

Sheriff Docket # 11847

AMERICAN GENERAL CONSUMER DISC CO

01-1406-CD

VS.

BILLOTTE, KENNETH M., JR.

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

**NOW, APRIL 23, 2002, RETURN WRIT AS NO SALE BEING HELD AS DEFENDANTS  
HAVE FILED FOR BANKRUPTCY. PAID COSTS FROM ADVANCE AND MADE  
REFUND OF UNUSED ADVANCE TO THE ATTORNEY.**

**SHERIFF HAWKINS \$194.88  
SURCHARGE \$ 40.00  
PAID BY ATTORNEY**

**FILED**

APR 24 2002  
01850 am  
William A. Shaw  
Prothonotary *GRD*

**Sworn to Before Me This**

24th Day Of April 2002

William A. Shaw

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

**So Answers,**

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

Law Offices of  
**Earle D. Lees, Jr., Esq.**

814 375-9310 phone  
814 375-9525 fax

*109 N. Brady St.*  
*P.O. Box 685*  
*DuBois, PA 15801*

## **FAX COVER SHEET**

TO: Peggy of Clearfield Sheriff's Department  
FROM: Earle D. Lees, Jr., Esquire  
DATE: February 25, 2002  
TEL. NO.: Fax - 765-5915

- **NOTES:** See attached notice of Kenneth M. and Leslie A. Billotte's Bankruptcy filing. Case No. 02-21869

NO. OF PAGES (including cover sheet): (2)

If you should have questions concerning this fax or have not received the correct number of pages, please call - Shelly - 814-375-9310

This transmission is to be directed to the person which; it is intended only!

**COPY**

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

## REAL ESTATE SALE

NOW, \_\_\_\_\_, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the \_\_\_\_\_ day of \_\_\_\_\_ 2002, I exposed the within described real estate of \_\_\_\_\_

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

## **SHERIFF COSTS:**

RDR	\$	15.00
SERVICE		15.00
MILEAGE		10.40
LEVY		15.00
MILEAGE		10.40
POSTING		15.00
CSDS		10.00
COMMISSION 2%		
POSTAGE		4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		15.00
DEED		
ADD'L POSTING		
ADD'L MILEAGE		
ADD'L LEVY		
		<b>30.00</b>

COPIES / BILLING \$15.00 + 2.00  
BILLING - PHONE - FAX  
2-25-02 - Fax  
2-25-02 - BIFF  
TOTAL SHERIFF COSTS 15.00

## **DEED COSTS:**

REGISTER & RECORDER  
ACKNOWLEDGEMENT  
TRANSFER TAX 2%  
  
TOTAL DEED COSTS \$

## TOTAL DEED COSTS

## DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 64,657.67
INTEREST THROUGH 8-22-01	2,803.63
<hr/>	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>\$67,461.30</b>

## **COSTS:**

ATTORNEY FEES	\$ 1,000.00
PROTH. SATISFACTION	\$ 100.00
ADVERTISING	\$ 100.00
LATE CHARGES & FEES	\$ 100.00
TAXES-Collector	\$ 100.00
TAXES-Tax Claim	\$ 100.00
COSTS OF SUIT-To Be Added	\$ 100.00
LIST OF LIENS AND MORTGAGE SEARCH	\$ 100.00
FORCLOSURE FEES / LIFE INS REFUND	\$ 100.00
ACKNOWLEDGEMENT	\$ 100.00
DEED COSTS	\$ 100.00
ATTORNEY COMMISSION	\$ 2,500.00
SHERIFF COSTS	\$ 194.88
LEGAL JOURNAL AD	\$ 81.00
REFUND OF ADVANCE	\$ 100.00
REFUND OF SURCHARGE	\$ 100.00
PROTHONOTARY	\$ 212.88
PREPAYMENT PENALTY	\$ 481.03

TOTAL COSTS \$ 736.62

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

100 Chester A. Hawkins, Sheriff

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

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff : MORTGAGE FORECLOSURE

vs. : 2001-1406-CD

KENNETH M. BILLOTTE, JR. and LESLIE  
A. BILLOTTE, husband and wife,

Defendants :

**WRIT OF EXECUTION**

Commonwealth of Pennsylvania :

County of Clearfield :

To the Sheriff of Clearfield County :

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Life Insurance Refund	\$(2,631.79)
Attorney's fees & costs	\$ <u>2,500.00</u>
Total	\$69,810.54
Prothonotary Costs:	<u>212.88</u>

Prothonotary  
  
Deputy

Seal of the Court

Date: 11/30/01

RECEIVED DEC 3 2001

@ 3:31 PM

Chester A. Hawkins  
by Margaret H. Dutt

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

**Sheriff Docket # 11847**

**AMERICAN GENERAL CONSUMER DISC CO**

**01-1406-CD**

**VS.**

**BILLOTTE, KENNETH M., JR.**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, DECEMBER 31, 2001, AT 11:45 AM O'CLOCK A LEVY WAS TAKEN ON  
THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS  
DATE.**

**A SALE IS SET FOR FRIDAY, MARCH 1, 2002, AT 10:00 AM.**

**NOW, DECEMBER 31, 2001, AT 11:45 AM O'CLOCK SERVED WRIT OF EXECUTION,  
NOTICE OF SALE AND COPY OF LEVY ON LESLIE A. BILLOTTE, WIFE OF KENNETH  
M. BILLOTTE, JR., DEFENDANT, AT HER PLACE OF RESIDENCE, RR #1, BOX 255  
FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, 16836, BY HANDING TO  
LESLIE A. BILLOTTE, WIFE OF KENNETH M. BILLOTTE, JR., DEFENDANT, A  
TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF  
SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**NOW, DECEMBER 31, 2002, AT 11:45 AM O'CLOCK SERVED WRIT OF EXECUTION,  
NOTICE OF SALE AND COPY OF LEVY ON LESLIE A. BILLOTTE, DEFENDANT, AT  
HER PLACE OF RESIDENCE, RR #1, BOX 255, FRENCHVILLE, CLEARFIELD  
COUNTY, PENNSYLVANIA, 16836, BY HANDING TO LESLIE A. BILLOTTE,  
DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF  
EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO  
HER THE CONTENTS THEREOF.**

**NOW, FEBRUARY 25, 2002, RECEIVED FAX FROM EARLE LEES, ATTORNEY FOR  
THE DEFENDANT, THAT BANKRUPTCY HAS BEEN FILED.**

**NOW, FEBRUARY 25, 2002, CALLED PAMELA RUEST, ATTORNEY FOR PLAINTIFF,  
AND INFORMED HER THAT DEFENDANTS HAVE FILED FOR BANKRUPTCY. FAXED  
COPY OF BANKRUPTCY TO PLAINTIFFS ATTORNEY.**

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

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff : MORTGAGE FORECLOSURE

vs. : 2001-1406-CD

KENNETH M. BILLOTTE, JR. and LESLIE  
A. BILLOTTE, husband and wife,

Defendants : :

**PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT**  
**AND ASSESSMENT OF DAMAGES**

To the Prothonotary:

Pursuant to Pa.R.C.P. 237.1, please enter judgment for foreclosure and sale of the mortgaged premises in favor of the above Plaintiff and against the above Defendants for failure to appear or file an Answer within twenty (20) days from the date of service of the Complaint and assess damages against the Defendants in the amount of \$67,310.54 as set forth in the Complaint, plus attorney's fees and costs of \$2,500.00 and interest from August 22, 2001 at the rate of \$21.239601 per day. Attached as Exhibit "A" is a copy of Plaintiff's written Notices of Praeclipe to Enter Judgment by Default, which I certify were mailed by regular mail to the Defendants at their last known addresses on November 14, 2001, which is at least 10 days prior to the filing of this Praeclipe.

Respectfully submitted,

**FILED**

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:

*Pamela A. Ruest*

Pamela A. Ruest, Esquire  
Attorneys for Plaintiff  
Pa.I.D. #51907  
811 University Drive  
State College, PA 16801  
(814) 238-4926

Dated : November 29, 2001

**JUDGMENT**

AND NOW, this 30<sup>th</sup> day of November, 2001, upon praecipe for entry of judgment by default filed by the Plaintiff, judgment in mortgage foreclosure is hereby entered in favor of the Plaintiff and against Kenneth M. Billotte, Jr. and Leslie A. Billotte, Defendants, for failure to appear or file an Answer, and damages are assessed in the sum of \$67,310.54 as set forth in the Complaint plus attorney's fees and costs of \$2,500.00 and interest from August 22, 2001 at the rate of \$21.239601 per day.

*William A. Shantz*  
Prothonotary

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

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff : MORTGAGE FORECLOSURE

vs. : 2001-1406-CD

KENNETH M. BILLOTTE, JR. and LESLIE  
A. BILLOTTE, husband and wife,

Defendants :

**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA }  
 } ss:  
COUNTY OF CENTRE }  
 }

Pamela A. Ruest, Attorney for the Plaintiff in the above-captioned matter, being duly sworn according to law doth deposes and says that a Notice of Praecept to Enter Judgment by Default was mailed by U.S. First Class Mail, at the post office in State College, Pennsylvania 16801, on November 14, 2001, to the Defendants:

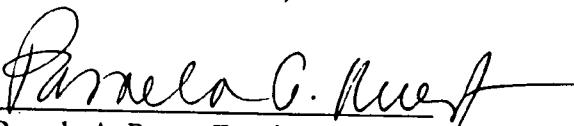
Kenneth M. Billotte, Jr.  
R.R. 1, Box 255  
Frenchville, PA 16836

Leslie A. Billotte  
R.R. 1, Box 255  
Frenchville, PA 16836

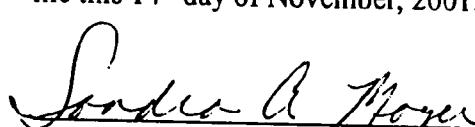
Copies of said Notices are attached hereto as Exhibits A and B, respectively.

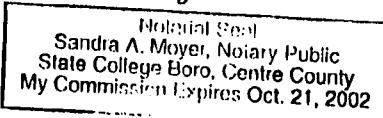
McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:

  
Pamela A. Ruest, Esquire  
Attorneys for Plaintiff

Sworn to and subscribed before  
me this 14<sup>th</sup> day of November, 2001.

  
NOTARY  
[SEAL]



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

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff

MORTGAGE FORECLOSURE

vs.

2001-1406-CD

KENNETH M. BILLOTTE, JR. and LESLIE  
A. BILLOTTE, husband and wife,

Defendants

**NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

To: Kenneth M. Billotte, Jr.  
R.R. 1, Box 255  
Frenchville, PA 16836

Date of Notice: November 14, 2001

**IMPORTANT NOTICE**

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Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
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Telephone (814) 765-2641

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:

*Pamela A. Ruest*

Pamela A. Ruest, Esquire  
Attorneys for Plaintiff  
Pa.I.D. #51907  
811 University Drive  
State College, PA 16801  
(814) 238-4926

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

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff : MORTGAGE FORECLOSURE

vs. : 2001-1406-CD

KENNETH M. BILLOTTE, JR. and LESLIE  
A. BILLOTTE, husband and wife,

Defendants :

**NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

To: Leslie A. Billotte  
R.R. 1, Box 255  
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Date of Notice: November 14, 2001

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Telephone (814) 765-2641

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:

*Pamela A. Ruest*  
Pamela A. Ruest, Esquire  
Attorneys for Plaintiff  
Pa.I.D. #51907  
811 University Drive  
State College, PA 16801  
(814) 238-4926

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

American General Consumer Discount  
Company  
Plaintiff(s)

No.: 2001-01406-CD

Real Debt: \$67,310.54

Atty's Comm:

Vs.

Costs: \$

Int. From:

Kenneth M. Billotte Jr.  
Leslie A. Billotte  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 30, 2001

Expires: November 30, 2006

Certified from the record this 30th day of November, 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