

01-1405-CD

RICHARD A. DOTTS etal -vs- CALVIN D. WARRICK etal

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

RICHARD A. DOTTS and
JODI DOTTS,
Plaintiffs

VS.

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

No. 2001 - 1405 C.D.

ACTION TO QUIET TITLE

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.

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

No. 2001 - C.D.

ACTION TO QUIET TITLE

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
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

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.

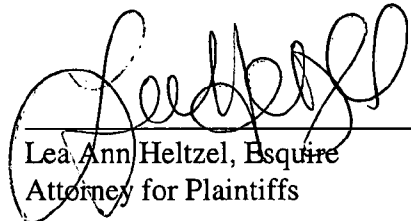
11. By deed dated June 28, 2001 and recorded in the Office of the Recorder of Deeds of Clearfield County, instrument number 200110061, Michael J. Luzier, Sr. and Christine C. Luizer, husband and wife, conveyed the premises to Richard A. Dotts and Jodi Dotts, husband and wife.

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).

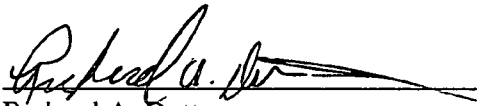
Respectfully submitted,

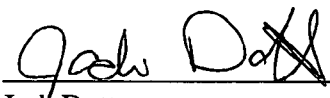


Lea Ann Heltzel, Esquire
Attorney for Plaintiffs

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. DOTTS and
JODI DOTTS,
Plaintiffs

VS.

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

No. 2001 - 1465C.D.

ACTION TO QUIET TITLE

FILED

AUG 29 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.

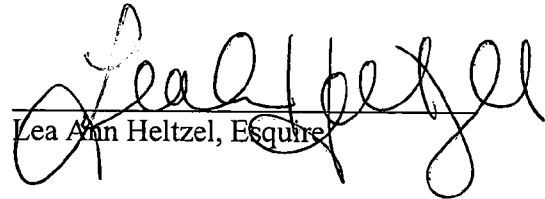
Your affiant has made the following search for the Defendants:

- 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;

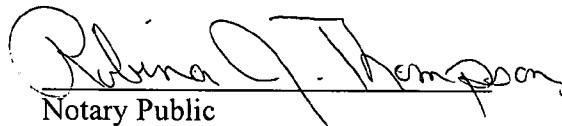
d. The Prothonotary's Office of Clearfield County has been searched and failed to reveal any current or past cases dealing with Warrick and Milliron;

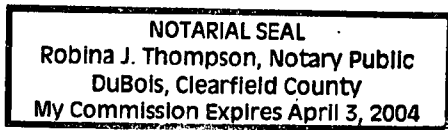
e. The Register of Wills Office of the County of Clearfield has been searched and failed to reveal any estates for Warrick and Milliron.

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 29th August, 2001.


Notary Public



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

RICHARD A. DOTTS and
JODI DOTTS,
Plaintiffs

VS.

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

No. 2001 -1465C.D.

ACTION TO QUIET TITLE

MOTION FOR PUBLICATION

AND NOW, this 28th day of August, 2001, an Affidavit having been executed and filed on behalf of Richard A. Dotts and Jodi Dotts 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,

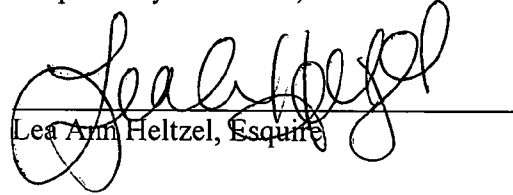
FILED

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

CA

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

RICHARD A. DOTTS and
JODI DOTTS,
Plaintiffs

VS.

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

No. 2001-1405 C.D.

ACTION TO QUIET TITLE

ORDER FOR PUBLICATION

AND NOW, this 31st 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.

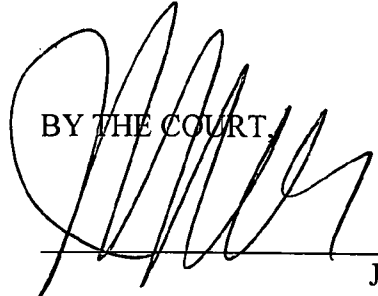
FILED

AUG 31 2001

03:00
William A. Shaw
Prothonotary

CC City Heltzel
E. Heltzel

BY THE COURT.


JUDGE

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

RICHARD A. DOTTS and
JODI DOTTS,

Plaintiffs

VS.

CALVIN D. WARRICK and
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and any other person, persons, firms,
partnerships, or corporate entities who
might claim title to the premises
herein described,

Defendants

No. 2001 - 1405 C.D.

ACTION TO QUIET TITLE

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

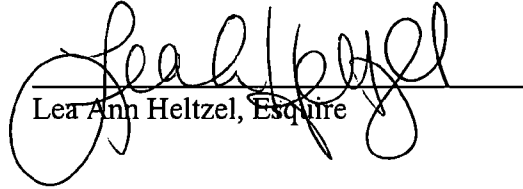
Personally appeared before me, the undersigned officer, Lea Ann Heltzel, Attorney for Richard A. Dotts and Jodi Dotts, who, being duly sworn according to law, deposes and says that the service of the foregoing Complaint to Quiet Title, endorsed with Notice to Plead, has been served upon all Defendants,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

FILED

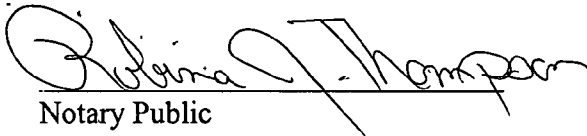
OCT 17 2001

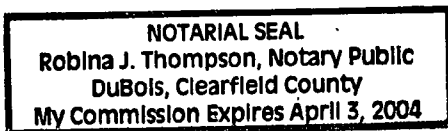
William A. Shaw
Prothonotary

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
16th day of October, 2001.


Notary Public



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

RICHARD A. DOTTS and
JODI DOTTS,
Plaintiffs

VS.

CALVIN D. WARRICK and
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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

No. 2001 - 1405 C.D.

ACTION TO QUIET TITLE

Type of Pleading: Motion for Judgment

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.

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personal representatives and assigns
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and any other person, persons, firms,
partnerships, or corporate entities who
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herein described,
Defendants


ACTION TO QUIET TITLE

MOTION FOR JUDGMENT

AND NOW, this 16th 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,

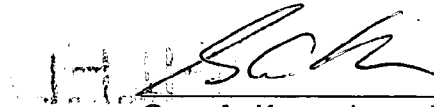


Lea Ann Heltzel, Esquire

PROOF OF PUBLICATION

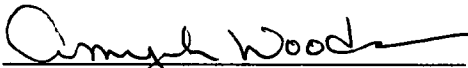
STATE OF PENNSYLVANIA :
:
COUNTY OF CLEARFIELD :

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.

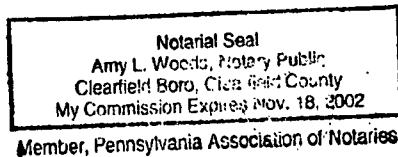


Gary A. Knaresboro, Esquire
Editor

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



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 Gary A. Knaresboro editor of the Clearfield County Legal Journal of the County 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.

FILED

Gary A. Knaresboro, Esquire

OCT 17 2001

0/10:26 a.m.

William A. Shaw

Prothonotary

1 cc: Heltzel

Sworn and subscribed to before me this 8th day of October 2001.

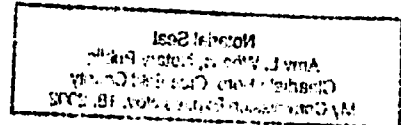
[Signature]

[Signature]

Notary Public

My Commission Expires

LeAnn Heltzel
600 Beaver Drive
Dubois PA 15801



Approved: Pennsylvania Association of Notaries

**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 #122-113-473-00013. BEING identified in the Clearfield County Mapping and Assessment Office as Map #: 122-113-473-13.

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.

CALVIN D. 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. 2001-1405C.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-
ties 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, Clear-
field 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
#122-113-473-00013

BEING identified in the Clearfield
County Mapping and Assessment
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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
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tors and assigns may have in the
property as described above. The
Plaintiffs in this action, after a dili-
gent search, has been unable to lo-
cate the Defendants or their devise-
es or heirs.

Whereupon the Court Ordered
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on the Defendants, and their heirs.

IF YOU WISH TO DEFEND, YOU
MUST ENTER A WRITTEN AP-
PEARANCE PERSONALLY OR BY
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ING WITH THE COURT. YOU ARE
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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 PLAIN-
TIFFS. 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, Pennsylv-
ania 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 :
COUNTY OF CLEARFIELD : SS:

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.

Margaret E. Krebs

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

Ann K. Law

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

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ENERGY

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262 www.bobshowers.com

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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.

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

No. 2001 - 1405 C.D.

ACTION TO QUIET TITLE

ORDER

AND NOW, this 19th 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

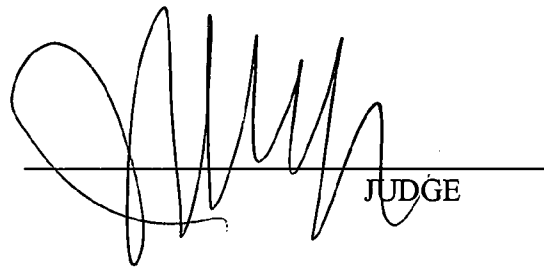
OCT 19 2001

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, consisting of a large, stylized 'J' followed by several loops and a final flourish. The signature is written over a horizontal line.

JUDGE

01-1406-CD
AMERICAN GENERAL CONSUMER -vs- KENNETH M. BILLOTTE, JR. etux
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-CD

:

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

NOTICE

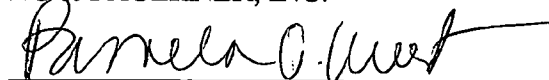
You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses 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	:	MORTGAGE FORECLOSURE
DISCOUNT COMPANY,	:	
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.

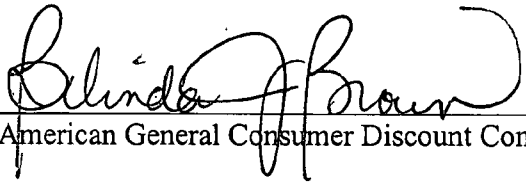
By: 

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

INSTRUMENT NUMBER
199916392

RECORDED ON
JUL 01, 1999

11:59:56 AM

RECORDING FEES - \$13.00

QUANTITY IMPROVEMENT \$1.00

REORDER \$1.00

REORDER \$1.00

TAKE WAIT TAX \$0.50

TOTAL \$15.00

(Space Above This Line For Recording Deeds)

MORTGAGE

Account No. _____

THIS MORTGAGE entered into this 29th day of September, 19 99
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 428.

TAX PARCEL 105: 114-6-645-10
ADDRESS: RR 1 BOX 235
FRENCHVILLE, PA 16836

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 seised 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. Mortgagee covenants that Mortgagee 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 Mortgagee 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, determine,
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 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 Mortgages and Deed of Trust; Charges; Liens. Mortgagor shall perform all of Mortgagee's obligations under any mortgage, deed of trust or
other security agreement with a lien which has priority over this Mortgage, including Mortgagee'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; Leasehold; 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 Mortgagee'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 Mortgagee'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
Mortgagee to Mortgagor requesting payment thereof. Nothing contained in this Paragraph 7 shall require Mortgagee to incur any expense or take any action
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 Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagee'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 Mortgagee'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 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 Mortgagee and Mortgagor, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Mortgagee 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 Mortgagee 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 Mortgagee 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 Mortgagee 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 all 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.

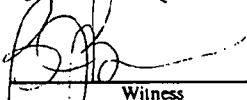
20. **Interest Rate after Judgment.** Mortgagor agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the highest rate permitted by law, not to exceed the Note rate.

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.

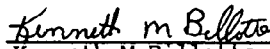
22. **Lender's Call Option.** ☐ (if checked) Notwithstanding any provisions to the contrary contained in the Note, Mortgagor hereby covenants and agrees that the Mortgagee shall have the right, at its sole option, to declare the entire outstanding principal balance of the loan evidenced by the Note and 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.

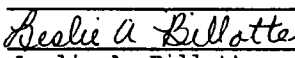
IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

Signed, Sealed and Delivered in the Presence of


Witness

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Centre) SS

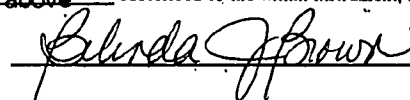

Kenneth M. Billotte (SEAL)


Leslie A. Billotte (SEAL)

On this, the 29th day of September, 1999, before me, Belinda J. Brown, 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.

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


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

1. \$ <u>4336.59</u> Paid to Life Ins. Co. (Truncated Joint Coverage) 2. \$ <u>NONE</u> Paid to Life Ins. Co. (Truncated Single Coverage) 3. \$ <u>NONE</u> Paid to Disability Ins. Co. (Truncated Single Coverage) 4. \$ <u>NONE</u> Paid to Property Insurance Co. \$ <u>NONE</u> 5. \$ <u>NONE</u> Paid to Public Officials for Certificate of Title Fees 6. \$ <u>13.50</u> Paid to Public Officials for Recording and Releasing Fees		ITEMIZATION OF AMOUNT FINANCED 7. Appraiser for Appraisal Fee \$ <u>NONE</u> PAID TO 8. Title Exam Fee/Title Insurance \$ <u>592.75</u> PAID TO <u>Advantage</u> 9. Taxes Paid to Gov't. Agency \$ <u>NONE</u> 10. Abstract Fee \$ <u>NONE</u> PAID TO 11. Paid on Prior Account with Lender \$ <u>NONE</u> 12. Amount Paid to you or on your behalf remitted below \$ <u>56000.00</u>		\$ <u>45368.71</u> TO NBOC & CUST \$ <u>5047.05</u> NBOC & CUST \$ <u>3000.00</u> BENE & CUST \$ <u>700.00</u> CRAIG & DOEF \$ <u>769.99</u> TX CLM BUREAU \$ <u>235.00</u> ADVATAGE \$ <u>879.25</u> YOU	
13. \$ <u>60942.84</u> Amount Financed (Sum of lines 1 thru 12) 14. \$ <u>11833.16</u> FINANCE CHARGE 15. \$ <u>13.14</u> % ANNUAL PERCENTAGE RATE 16. \$ <u>172776.00</u> Total of Payments		11.99% Agreed Rate of Charge A. \$ <u>1120.00</u> Points (Prepaid Finance Charge) B. \$ <u>3360.00</u> Brokers Fee Prepaid FINANCE CHARGE (Paid to) C. \$ <u>107353.16</u> Interest 17. \$ <u>65422.84</u> Principal Amount of Loan (13+14A+14B)			

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 hereon. 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 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: [Signature] [Signature] L.S. (Seal)
 Witness: [Signature] [Signature] L.S. (Seal)
 Witness: [Signature] [Signature] L.S. (Seal)

SEE REVERSE



AND CONDITIONS

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.

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.

[illegible][illegible]

**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.
R.R. 1, Box 255
Frenchville, PA 16836

2. Article Number (Copy from service label)

7099 3400 0012 9209 5095

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 B. Date of Delivery 7-14-01
- C. Signature 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
R.R. 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 B. Date of Delivery 7-14-01
- C. Signature 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)

☐ YesU.S. Postal Service
CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Kenneth M. Billotte, Jr.

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)

Kenneth M. Billotte, Jr.
Street, Apt. No., or PO Box No.
R.R. 1, Box 255
City, State, ZIP+4
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:

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.
R.R. 1, Box 255
City, State, ZIP+4
Frenchville PA 16836

PS Form 3800, July 1999

See Reverse for Instructions

EXHIBIT

C

4 OCT 01 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

[Signature]
Deputy Prothonotary

FILED
AUG 29 2001
11:20 AM
Att'y pd.
80.00
2 cc Sheriff
John
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,

Plaintiff

vs.

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

Defendants

MORTGAGE FORECLOSURE

No. 2001-1406-CD

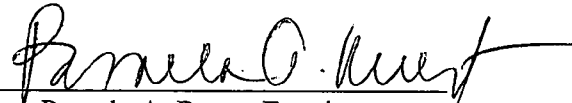
PRAECIPE

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

RECEIVED
Prothonotary
October 2, 2001

10.4.01 Document
Reissued/Reissued to Sheriff/Arrested
for service.

Deputy Prothonotary

FILED

OCT 04 2001
10/304/01th Court
William A. Shaw
Prothonotary

007.00

Comp. Remo. to Sheriff

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

01300pm

William A. Shaw

Prothonotary

[Signature]

Sworn to Before Me This

15th Day Of October 2001
[Signature]

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

So Answers,

[Signature]
[Signature]

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-CD

:
: 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 6, 2001

Attest:

Prothonotary

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

AMERICAN GENERAL CONSUMER
DISCOUNT COMPANY,

Plaintiff

vs.

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

Defendants

MORTGAGE FORECLOSURE

No. 2001-

NOTICE

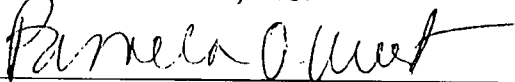
You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses 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	:	MORTGAGE FORECLOSURE
DISCOUNT COMPANY,	:	
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.

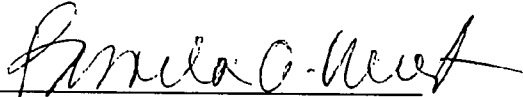
12. The Defendants have not cured the default as set forth in the Notices.

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.

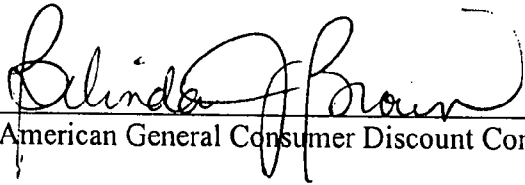
By: 

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

INSTRUMENT NUMBER
199916392

RECORDED ON

OCT 01, 1999
11:59:56 AM

RECORDING FEES - \$13.00

QUANTITY IMPROVEMENT \$1.00

ORDER \$1.00

APPROPRIATE FUND \$0.50

STATE MORTGAGE TAX \$15.00

TOTAL \$45.50

(Space Above This Line For Recording Data)

MORTGAGE

Account No.

THIS MORTGAGE entered into this 29th day of September, 19 99
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 06/11/1998 AND RECORDED 06/11/1998, AMONG THE
LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 1764 PAGE 428.

TAX PARCEL IDS: 114-8-645-10
ADDRESS: RR 1 BOX 255
FRENCHVILLE, PA 16836

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 Mortgagee is lawfully seised 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. Mortgagee covenants that Mortgagee 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 Mortgagee 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, determine,
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 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 Mortgages and Deed of Trust Charges. Lender. 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 Mortgagee 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. Leasehold, Condominium, 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
Mortgagee to Mortgagor requesting payment thereof. Nothing contained in this Paragraph 7 shall require Mortgagee to incur any expense or take any action
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.

EXHIBIT

A

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 Mortgagee 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 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 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 Mortgagee 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 retail 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.

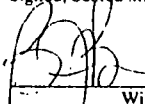
20. **Interest Rate after Judgment.** Mortgagor agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the highest rate permitted by law, not to exceed the Note rate.

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.

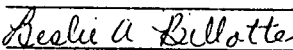
IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

Signed, Sealed and Delivered in the Presence of


Witness

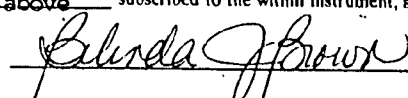
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Centre) SS


Kenneth M. Billotte (SEAL)


Leslie A. Billotte (SEAL)

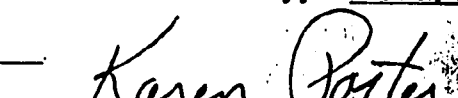
On this, the 29th day of September, 19 99, before me, Belinda J. Brown, the undersigned officer, personally appeared Kenneth M and Leslie A Billotte known to me (or satisfactorily proven) to be the person whose name above subscribed to the within instrument, and acknowledged that he executed the same (or the purposes therein contained). In witness whereof, I hereunto set my hand and official seal.

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


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, 19 99.


Agent of Mortgagee

ACCOUNT NUMBER 24723750		TYPE F	DATE FINANCE CHARGE BEGINS TO ACCRUE IF DIFFERENT FROM DATE OF NOTE 10/04/99		NOTE		GENERAL FINANCE	
BORROWER(S) NAME AND ADDRESS KENNETH M BILLOTTEJR LESLIE A BILLOTTE RRI 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

FOR VALUE RECEIVED the undersigned Borrower(s) jointly and severally promise to pay to the Lender named herein at the Lender's sole 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 hereon. 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 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 this Note, the Lender may foreclose on the property.

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:

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

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: [Signature] _____

[Signature] _____ L.S. (Seal)

Witness: _____

SIGNATURE OF PRINCIPAL BORROWER
Leslie A. Billatte
SIGNATURE OF OTHER BORROWER
L.S. (Seal)

Witness: _____

EXHIBIT

SIGNATURE OF OTHER BORROWER _____

SIGNATURE OF OTHER BORROWER _____

L.S. (Seal) _____

SEE REVERSE

EXHIBIT

SIGNATURE OF
AND CONDITIONS

SURANCE

038-00047 (1-12-88) PAB011 PENNSYLVANIA FIRST MORTGAGE

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.

[illegible]

**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. Billette Jr.
R.R. 1, Box 255
Frenchville, PA 16836

2. Article Number (Copy from service label)

7099 3400 0012 9209 5095

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. Billette

B. Date of Delivery

7-14-01

C. Signature

x Leslie A. Billette

Agent

Addressee

D. Is delivery address different from item 1? ☐ YesIf 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. Billette
R.R. 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. Billette

B. Date of Delivery

7-14-01

C. Signature

x Leslie A. Billette

Agent

Addressee

D. Is delivery address different from item 1? ☐ YesIf 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)

☐ YesU.S. Postal Service
CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Kenneth M. Billette Jr.

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)

Kenneth M. Billette Jr.

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

R.R. 1, Box 255

City, State, ZIP+4

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:

Leslie A. Billette

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. Billette

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

R.R. 1, Box 255

City, State, ZIP+4

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

26th 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
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

01:34 p.m.

William A. Shaw *ES*

Prothonotary

no CC

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in June
A. J. [illegible] Co. [illegible]

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/ waf
William A. Shaw
Prothonotary

1 CANT TO ATT7

[Handwritten signature]

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

AMERICAN GENERAL CONSUMER
DISCOUNT COMPANY,

Plaintiff

vs.

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

Defendants

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:
:

MORTGAGE FORECLOSURE

2001-1406-CD

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA

}

}

ss:

COUNTY OF CENTRE

}

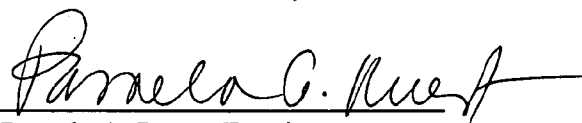
Pamela A. Ruest, Attorney for the Plaintiff in the above-captioned matter, being duly sworn according to law doth depose and says that a Notice of Praecipe to Enter Judgment by Default was mailed by U.S. First Class Mail, at the post office in State College, Pennsylvania 16801, on November 14, 2001,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

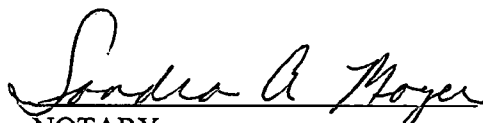
Copies of said Notices are attached hereto as Exhibits A and B, respectively.

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

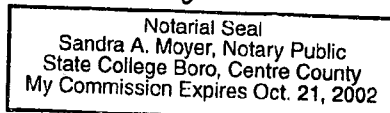
By: 

Pamela A. Ruest, Esquire
Attorneys for Plaintiff

Sworn to and subscribed before
me this 14th 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

vs.

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

Defendants

MORTGAGE FORECLOSURE

2001-1406-CD

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

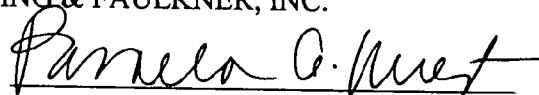
IMPORTANT NOTICE

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, 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

vs.

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

Defendants

MORTGAGE FORECLOSURE

2001-1406-CD

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

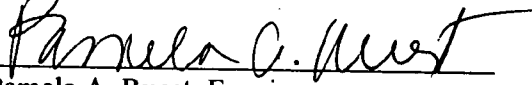
IMPORTANT NOTICE

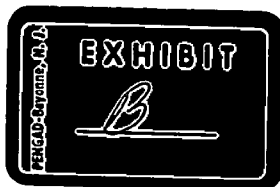
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU 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, 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

vs.

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

Defendants

MORTGAGE FORECLOSURE

2001-1406-CD

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

To the Prothonotary:

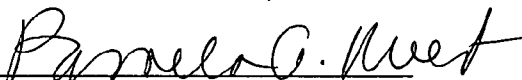
Please issue writ of execution in the above matter:

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, 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

11/24/01 Rust rd \$20.00

William A. Shaw

Prothonotary

Wirtz Sherry
WAS

COPY

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	:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

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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

018:50 am

William A. Shaw
Prothonotary

WAS

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 H. 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

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		30.00
ADD'L POSTING		
ADD'L MILEAGE		
ADD'L LEVY		
BID AMOUNT		
RETURNS/DEPUTIZE		
COPIES / BILLING	\$15.00 + 2.00	
BILLING - PHONE - FAX		15.00
2-25-02 - FAX		
2-25-02 - PKE		
2-25-02 - 047 117		
TOTAL SHERIFF COSTS		194.88

DEED COSTS:

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

TOTAL DEED COSTS \$

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 64,657.67
INTEREST THROUGH 8-22-01	2,803.63

TOTAL DEBT & INTEREST

\$67,461.30

COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	
LATE CHARGES & FEES	
TAXES-Collector	
TAXES-Tax Claim	
COSTS OF SUIT-To Be Added	
LIST OF LIENS AND MORTGAGE SEARCH	
FORCLOSURE FEES / LIFE INS REFUND	\$ 2,631.79
ACKNOWLEDGEMENT	
DEED COSTS	
ATTORNEY COMMISSION	\$ 2,500.00
SHERIFF COSTS	\$ 194.88
LEGAL JOURNAL AD	\$ 81.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	\$ 212.88
PREPAYMENT PENALTY	\$2,481.03

TOTAL COSTS

\$ 736.62

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

Chester A. Hawkins, Sheriff

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	:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

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Address: RR #1, Box 255
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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 W. Dett

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

vs.

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

Defendants

MORTGAGE FORECLOSURE

2001-1406-CD

**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 Praecipe 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 Praecipe.

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

11/29/01 4:44 p.m.

William A. Shaw

Prothonotary

*notice to def
statement to atty.*

[Signature]

Dated : November 29, 2001

JUDGMENT

AND NOW, this 30th 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. Shaw

Prothonotary

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

AMERICAN GENERAL CONSUMER
DISCOUNT COMPANY,

Plaintiff

vs.

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

Defendants

MORTGAGE FORECLOSURE

2001-1406-CD

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 Praecipe 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
Pamela A. Ruest, Esquire
Attorneys for Plaintiff

Sworn to and subscribed before
me this 14th day of November, 2001.

Sandra A. Moyer
NOTARY
[SEAL]

Notarial Seal
Sandra A. Moyer, Notary Public
State College Boro, Centre County
My Commission Expires Oct. 21, 2002



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

AMERICAN GENERAL CONSUMER
DISCOUNT COMPANY,

Plaintiff

vs.

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

Defendants

MORTGAGE FORECLOSURE

2001-1406-CD

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

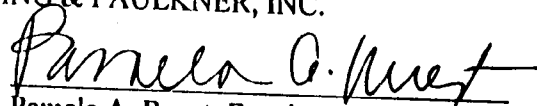
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McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By:


Pamela A. Ruest, Esquire
Attorneys for Plaintiff
Pa.I.D. #51907
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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

vs.

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

Defendants

MORTGAGE FORECLOSURE

2001-1406-CD

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

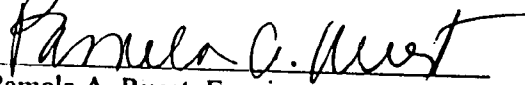
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Telephone (814) 765-2641

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

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