

01-1485-CD
CLEARFIELD BANK & TRUST COMPANY -vs- RICHARD M. SWATSWORTH et al

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

vs.

RICHARD M. SWATSWORTH and
MARGARET A. SWATSWORTH,
husband and wife,
Defendants

No. 01-1485-CO

Type of Pleading: COMPLAINT

Filed on behalf of: Plaintiff

Counsel of Record for this Party:
ALAN F. KIRK, ESQUIRE
1375 Martin Street, Suite 204
State College, PA 16803
814.234.2048
I.D.#36893

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765.2641

FILED

SEP 06 2001

William A. Shaw
Prothonotary

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

CLEARFIELD BANK & TRUST COMPANY,	:	No.
Plaintiff	:	
vs.	:	Type of Pleading: COMPLAINT
	:	
	:	Filed on behalf of: Plaintiff
	:	
RICHARD M. SWATSWORTH and	:	
MARGARET A. SWATSWORTH,	:	Counsel of Record for this Party:
husband and wife,	:	ALAN F. KIRK, ESQUIRE
Defendants	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	814.234.2048
	:	I.D.#36893

COMPLAINT

NOW COMES, the Plaintiff, Clearfield Bank & Trust Company, by its attorney, Alan F. Kirk, Esq., and files the within Complaint whereof the following is a statement:

1. The Plaintiff is Clearfield Bank & Trust Company, a corporation, with a principal place of business of 11 North Second Street, Clearfield, Clearfield County, Pennsylvania 16830.
2. The Defendants are Richard M. Swatsworth and Margaret A. Swatsworth, husband and wife, with a last known address of RD 1, Box 124, Woodland, Pennsylvania 16881.
3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated December 17, 1999, in the principal amount of \$66,000.00; a copy of the said Mortgage is attached hereto and made a part hereof,

marked as Exhibit "A" and is recorded at Clearfield County Instrument Number 19992062.

4. The said Mortgage is and contains a lien against that certain tract of land situate in Clearfield County, Pennsylvania, known as RD 1, Box 124, Woodland, Pennsylvania 16881; a legal description is more fully described in the attached Exhibit "B".

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendants the sum of \$66,000.00.

6. The Defendants defaulted under the terms of the said loan by failing to make the monthly payment due May 17, 2001, and subsequent monthly installments due since.

7. The Plaintiff has given the Defendants a written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated July 18, 2001, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "C".

8. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants have not availed themselves under the pertinent provisions of the Homeowners' Emergency Assistance Act.

9. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants are not on active duty with the armed forces of the United States.

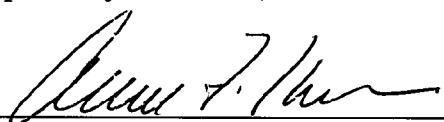
10. The amounts due and owing under the terms of the said Mortgage are as follows:

(a)	Principal Balance	\$60,318.29
(b)	Interest per diem of 14.87300 from 4/17/01 until 8/27/01	\$ 1,846.00
(c)	Late Charges	\$ 125.43
(d)	Satisfaction Fee	\$ 15.50
(e)	Attorney Collection Fee	<u>\$ 6,031.83</u>
FINAL TOTAL		\$68,337.05

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendants in the amount of \$68,337.05 plus interest at 9% together with costs of suit, sale and foreclosure of the mortgaged premises, and any other relief deemed appropriate.

Dated: 8/31/01

Respectfully submitted,



Alan F. Kirk
Attorney for Plaintiff



to be added
KAREN L. STARCH
REGISTER AND RECORDER
CLEARFIELD COUNTY
PENNSYLVANIA
INSTRUMENT NUMBER
199920623
RECORDED ON
DEC 20, 1999
10:22:52 AM
RECORDING FEES - \$15.00
JUN. IMPROVEMENT \$1.00
REORDER
IMPROVEMENT FUND
STATE WRIT TAX
TOTAL \$21.00
Space Above This Line for Recording Data

Commonwealth of Pennsylvania

OPEN-END MORTGAGE

This Mortgage secures future advances

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is December 17, 1999 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: Richard M. Swatsworth
Margaret A. Swatsworth
RD 1, Box 124
Woodland, PA 16881

- ☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: Clearfield Bank & Trust Company
11 N. Second Street
P.O. Box 171
Clearfield, PA 16830

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

See Attached

The property is located in Clearfield at
(County)
RD 1, Box 124 Woodland Pennsylvania 16881
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 66,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)


B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

 (page 2 of 6)
ms

LEGAL DESCRIPTION - EXHIBIT 'A'

ALL those certain pieces or parcels of land situate in Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at an iron pin and southwest corner of a 1.99 acre parcel of land now or formerly of Emery Swoope and Iva Swoope at the line of land now or formerly of Wayne U. Shirey; thence North eighty-five (85) degrees ten (10) minutes West along said Shirey land three hundred fifty-nine and eighty-tenths (359.8) feet to an iron pin; thence North eighty (8) degrees ten minutes East through land now or formerly of Albert Welker and Geraldine J. Welker seven hundred eighty-four and nine-tenths (784.9) feet to an iron pin; thence South fifty-six (56) degrees forty-six (46) minutes East still through land now or formerly of Albert Welker and Geraldine J. Welker one hundred seventy-five and one-tenth (175.1) feet to an iron pin; thence South eighteen (18) degrees forty-six (46) minutes East still through land now or formerly of Albert Welker and Geraldine J. Welker four hundred forty-two and eight-tenths (442.8) feet to an iron pin and northwest corner of the 1.99 acre parcel of land now or formerly of Emery Swoope and Iva Swoope; thence South eight (8) degrees ten (10) minutes West along said 1.99 acre parcel two hundred ninety-five (295) feet to an iron pin and place of beginning. Containing five (5) acres.

EXCEPTING and RESERVING a sixteen (16) foot wide access right-of-way leading from Township Road T-611 across the above described five (5) acres to the 1.99 acre parcel now or formerly of Emery Swoope and Iva Swoope.

THE SECOND THEREOF: BEGINNING at an iron pin and northeast corner of a five (5) acre lot now or formerly of Virginia E. Jordan; thence North 8 degrees 10 minutes East along a 0.35 acre intended to be conveyed to said Jordan and crossing Township Road T-611 one hundred and eighty-four and two-tenths (184.2) feet to an iron pin at the base of a 12" hemlock at line of land now or formerly of the Woolridge Coal Co.; thence South 69 degrees 50 minutes East along said Woolridge land four hundred and forty-five and nine tenths (445.9) feet to a point and northeast corner of land now or formerly of Edward and Pearle Blimline; thence South 36 degrees 48 minutes West along said Blimline land and crossing Township Road T-611 and passing through an iron pin on south side of said road thirty-seven and four tenths (37.4) feet from the beginning of this course for a total course distance of two hundred and twenty-six and four tenths (226.4) feet to an iron pin and stones; thence South 66 degrees 17 minutes East still along Blimline land three hundred and thirty-eight and five tenths (338.5) feet to an iron pin and stones at the line of the Woolridge Coal Co.; thence South 8 degrees 10 minutes West along said Woolridge line two hundred and fifty-three and seven tenths (253.7) feet to an iron pin and Northeast corner of land now or formerly of Emery and Iva Swoope; thence North 85 degrees 10 minutes West along line of said Swoope two hundred and ninety-five (295.0) feet to an iron pin at line of five (5) acre lot now or formerly of Irvin; thence North 18 degrees 46 minutes West along now or formerly Irvin's 5 acre lot four hundred and forty-two and eight tenths (442.8) feet to an iron pin; thence North 56 degrees 46 minutes West still along Irvin's land one hundred seventy-five and one-tenths (175.1) feet to an iron pin and place of beginning, containing 4.75 acres of which 0.33 is considered road right-of-way.

BEING the same premises as were conveyed to Richard M. Swatsworth and Margaret A. Swatsworth, husband and wife, by deed of Margaret A. Bumbarger, now by marriage Margaret A. Swatsworth, dated December 3, 1999 and entered for record in the Recorder's Office of Clearfield County to Instrument No.

1999 206 21

[Handwritten signature]

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

- 11. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 12. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.
- Mortgagor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument, and this assignment will remain effective until the Obligations are satisfied. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of Rents due or to become due directly to Lender after such recording, however Lender agrees not to notify Mortgagor's tenants until Mortgagor defaults and Lender notifies Mortgagor of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due or to become due directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.
- 13. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 14. DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
- 15. REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law. Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.


Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

18. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. INSURANCE. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

 (page 4 of 6)
moj

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

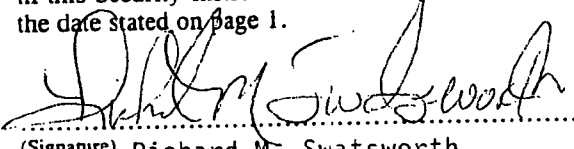
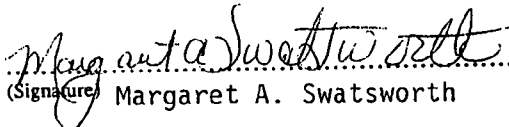
20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
24. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
25. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any right to appraisal relating to the Property.

 (page 5 of 6)

26. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- ☐ **Purchase Money.** This Security Instrument secures advances by Lender used in whole or in part to acquire the Property. Accordingly, this Security Instrument, and the lien hereunder, is and shall be construed as a purchase money mortgage with all of the rights, priorities and benefits thereof under the laws of the Commonwealth of Pennsylvania.
- ☐ **NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.**
- ☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
- ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other
- ☐ **Additional Terms.**

SIGNATURES: By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

 12-17-99 
(Signature) Richard M. Swatsworth (Date) (Signature) Margaret A. Swatsworth (Date)

(Witness)

(Witness)

ACKNOWLEDGMENT:

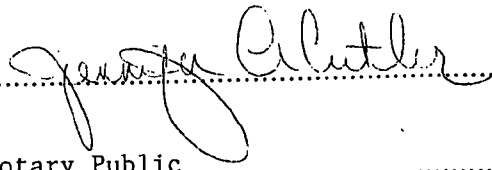
COMMONWEALTH OF Pennsylvania, COUNTY OF Clearfield } ss.
(Individual) On this, the 17th day of December, 1999, before me a Notary Public, the undersigned officer, personally appeared Richard M. Swatsworth and Margaret A. Swatsworth, known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

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

My commission expires:


(Seal)

Notarial Seal
Jennifer A. Cutler, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires June 17, 2003


Notary Public

Title of Officer

It is hereby certified that the address of the Lender within named is: Clearfield Bank & Trust Company
11 N. Second St., Clearfield, PA 16830


Michael C. Sutika
Assistant Treasurer



ALL those certain pieces or parcels of land situate in Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at an iron pin and southwest corner of a 1.99 acre parcel of land of Emery Swoope and Iva Swoope at the line of land of Wayne U. Shirey; thence north eighty-five (85) degrees ten (10) minutes west along said Shirey land three hundred fifty-nine and eighty-tenths (359.8) feet to an iron pin; thence north eight (8) degrees ten minutes east through land of Albert Welker and Geraldine J. Welker, seven hundred eighty-four and nine-tenths (784.9) feet to an iron pin; thence south fifty-six (56) degrees forty-six (46) minutes east still through land of Albert Welker and Geraldine J. Welker one hundred seventy-five and one-tenth (175.1) feet to an iron pin; thence south eighteen (18) degrees forty-six (46) minutes east still through land of Albert Welker and Geraldine J. Welker four hundred forty-two and eight-tenths (442.8) feet to an iron pin and northwest corner of the 1.99 acre parcel of land of Emery Swoope and Iva Swoope; thence south eight (8) degrees ten (10) minutes west along said 1.99 acre parcel, two hundred ninety-five (295) feet to an iron pin and place of beginning. Containing five (5) acres.

BEING the same premises conveyed to James L. Irvin by deed of Albert Welker and Geraldine J. Welker, dated June 24, 1976 and recorded in Deed Book 725, page 246.

EXCEPTING AND RESERVING a sixteen (16) foot wide access right-of-way leading from Township Road T-611 across the above described five (5) acres to the 1.99 acre parcel of Emery Swoope and Iva Swoope.

EXCEPTING and RESERVING all the coal, clay, oil, gas and other minerals, including the right to prospect for oil and gas and the right to strip.

THE SECOND THEREOF: BEGINNING at an iron pin and Northeast corner of a five (5) acre lot of Virginia E. Jordan; thence North 8 deg. 10 min. East along an 0.33 acre intended to be conveyed to said Jordan and crossing Township Road T-611 one hundred and eighty-four and two-tenths (184.2) feet to an iron pin at the base of a 12" hemlock at line of land of the Woolridge Coal Co.; thence South 69 deg. 50 min. East along said Woolridge land four hundred and forty-five and nine tenths (445.9) feet to a point and Northeast corner of land of Edward and Pearl Blimline; thence South 36 deg. 48 min. West along said Blimline land and crossing Township Rd. T-611 and passing through an iron pin on south side of said road thirty-seven and four tenths (37.4) feet from the beginning of this course for a total course distance of two hundred and twenty-six and four tenths (226.4) feet to an iron pin and stones; thence South 66 deg. 17 min. East still along Blimline land three hundred and thirty-eight and five tenths (338.5) feet to an iron pin and stones at the line of the Woolridge Coal Co.; thence South 8 deg. 10 min. West along said Woolridge line two hundred and fifty-three and seven tenths (253.7) feet to an iron pin and Northeast corner of land of Emery and Iva Swoope; thence North 85 deg. 10 min. West along line of said Swoope two hundred and ninety-five (295.0) feet to an iron pin at line of five (5) acre lot of the Grantee (Irvin); thence North 18 deg. 46 min. West along Grantee's 5 acre lot four hundred and forty-two and eight tenths (442.8) feet to an iron pin; thence North 56 deg. 46 min. West still along Grantee's land one hundred seventy-five and one tenth (175.1) feet to an iron pin and place of beginning, containing 4.75 acres of which 0.33 is considered road right-of-way.

BEING the same premises conveyed to Dabra A. Irvin by deed of Albert Welker dated February 13, 1978 and recorded in Clearfield County Deed Book 755, page 281.

EXCEPTING and RESERVING all coal, clay, oil, gas and other minerals as they are excepted and reserved in the prior chain of title.



Main Bank

11 NORTH 2ND STREET, P.O. BOX 171, CLEARFIELD, PA. 16830-0171
TELEPHONE (814) 765-7551 • TOLL FREE (888) 765-7551 • FAX (814) 765-2943
www.cbtfinancial.com

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE*

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) MAY BE ABLE TO HELP TO SAVE YOUR HOME.

This Notice explains how the program works.

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your county are listed at the end of the Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717)780-1869).

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

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

Full Service Branches:

BRIDGE STREET
COR. N. 2ND & BRIDGE STS.
CLEARFIELD, PA. 16830
(814) 765-1645
FAX (814) 765-2672

GOLDENROD
1935 DAISY ST.
CLEARFIELD, PA. 16830
(814) 768-5200
FAX (814) 768-5206

CURWENSVILLE
407 WALNUT ST.
CURWENSVILLE, PA. 16833
(814) 236-2441
FAX (814) 236-4650

DuBOIS
91 BEAVER DRIVE
DuBOIS, PA. 15801
(814) 371-1400
FAX (814) 371-2903

PHILIPSBURG
IRVIN DRIVE EXTENSION
PHILIPSBURG, PA. 16866
(814) 342-5750
FAX (814) 342-7321

HOMEOWNER'S NAME(S):	<u>Richard M. Swatsworth</u> <u>Margaret A. Bumbarger Swatsworth</u>
MAILING ADDRESS:	<u>RR 1, Box 124</u> <u>Woodland PA 16881-9701</u>
LOAN ACCT. NO.:	<u>650765</u>
ORIGINAL LENDER:	<u>Clearfield Bank & Trust Company</u>
CURRENT LENDER/SERVICER:	<u>Clearfield Bank & Trust Company</u>
DATE:	<u>July 18, 2001</u>

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

*** IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**

*** IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**

*** IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT — The MORTGAGE debt held by the above lender on your property located at: RR 1 Box 124 Woodland PA

IS SERIOUSLY IN DEFAULT because:

A: YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

May, June & July @ \$836.27 = \$2,508.81

Other charges (explain/itemize): Late Charges of \$83.62

TOTAL AMOUNT PAST DUE: \$2,592.43

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

HOW TO CURE THE DEFAULT — You may cure the default within THIRTY (30) DAYS of the **Date of this Notice** by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 2,592.43, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Clearfield Bank and Trust Company
11 N. 2nd. Street, P.O. Box 171
Clearfield, PA 16830

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

N/A

IF YOU DO NOT CURE THE DEFAULT — If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of the debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON — The mortgaged property will be sold by the sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

OTHER LENDER REMEDIES — The lender may also sue you personally for the unpaid balance and all other sums due under the mortgage.

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE — It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 4 months from the date of this Notice. A notice of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

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

EFFECT OF SHERIFF'S SALE — You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT:

- * TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- * TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- * TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- * TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE
PROGRAM CONSUMER CREDIT COUNSELING AGENCIES**

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

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

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

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:

Richard M Swatsworth
RR 1 Box 124
Woodland, PA 16881-9701

2. Article Number (Copy from service label)

7000 0600 0021 3843 2756

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

Margaret Swatsworth 8/3/01

C. Signature

Margaret Swatsworth ☐ 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:

Margaret A Bumbarger
Swatsworth
RR 1 Box 124
Woodland PA 16881-9701

2. Article Number (Copy from service label)

7000-0600 0021 3843 2749

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

Margaret Swatsworth 8/3/01

C. Signature

Margaret Swatsworth ☐ 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

**U.S. Postal Service
CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

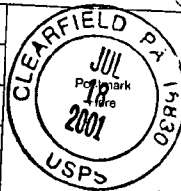
Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$



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

Margaret A Bumbarger Swatsworth
Street, Apt. No., or PO Box No.
RR 1 Box 124
City, State, ZIP+4
Woodland PA 16881-9701

PS Form 3811, July 1999

**U.S. Postal Service
CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

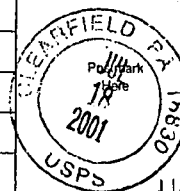
Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$



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

Richard M Swatsworth
Street, Apt. No., or PO Box No.
RR 1 Box 124
City, State, ZIP+4
Woodland PA 16881-9701

PS Form 3811, July 1999

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

vs.

RICHARD M. SWATSWORTH and
MARGARET A. SWATSWORTH,
husband and wife,
Defendants

:
:
:
:
:
:
:
:
:
:
:

VERIFICATION

I, WILLIAM A. SHINER, Senior Vice President and Secretary of
CLEARFIELD BANK & TRUST COMPANY, verify that the statements made in the
foregoing Complaint are true and correct to the best of my knowledge, information and
belief. I understand that false statements herein are made subject to the penalties of 18
PA. C.S.A. §4904 relating to unsworn falsification to authorities.

CLEARFIELD BANK & TRUST COMPANY

By: William A. Shiner
William A. Shiner, Senior Vice President
and Secretary

DATE: 8/28/01

FILED

SEP 06 2001

9/30/01 Cathy Kuk

William A. Shaw
Prothonotary

pd \$80.00

Dec-Shaw

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11494

CLEARFIELD BANK & TRUST COMPANY

01-1485-CD

VS.

SWATSWORTH, RICHARD M. & MARGARET A.

COMPLAINT

SHERIFF RETURNS

NOW SEPTEMBER 24, 2001 AT 10:49 AM DST SERVED THE WITHIN COMPLAINT
ON MARGARET A. SWATSWORTH, DEFENDANT AT RESIDENCE, RD # 1, BOX 124,
WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARGARET
SWATSWORTH A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND
MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

NOW SEPTEMBER 24, 2001 AT 10:49 AM DST SERVED THE WITHIN COMPLAINT
ON RICHARD M. SWATSWORTH, DEFENDANT AT RESIDENCE, RD # 1, BOX 124,
WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARGARET
SWATSWORTH, WIFE, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT
AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

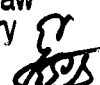
Return Costs

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

FILED

OCT 01 2001

9:30pm
William A. Shaw
Prothonotary




Sworn to Before Me This

1st Day Of October 2001



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

So Answers,


Chester A. Hawkins
Sheriff

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

vs.

RICHARD M. SWATSWORTH and
MARGARET A. SWATSWORTH,
husband and wife,

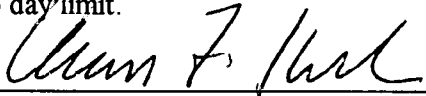
Defendants

: No. 01-1485-CD
:
: Type of Pleading: PRAECIPE
:
:
: Filed on behalf of: Plaintiff
:
: Counsel of Record for this Party:
: ALAN F. KIRK, ESQUIRE
: 1375 Martin Street, Suite 204
: State College, PA 16803
: 814.234.2048
: I.D.#36893

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO PROTHONOTARY:

Please enter Default Judgment in the amount of **SIXTY-EIGHT THOUSAND THREE HUNDRED THIRTY-SEVEN AND 05/100 (\$68,337.05) DOLLARS** together with interest and costs of this suit on the above-captioned Defendants due to the Defendants failure to enter an appearance or file an Answer within the allotted twenty (20) day limit.

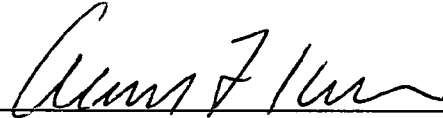

Alan F. Kirk, Esquire
Attorney for the Plaintiff

I hereby certify that a written notice of the intention to file a Praecipe for Default Judgment was sent certified mail, return receipt requested and First Class U.S. Mail to the Defendants on **October 15, 2001** at least ten (10) days prior to the filing of the within Praecipe. Copies of the aforesaid Notice are attached hereto, made a part hereof and incorporated herein by reference.

FILED

OCT 30 2001

William A. Shaw
Prothonotary


Alan F. Kirk, Esquire
Attorney for Plaintiff

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

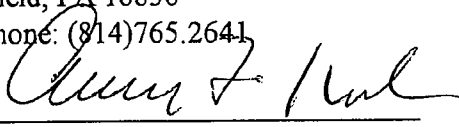
CLEARFIELD BANK & TRUST COMPANY,	:	No. 01-1485-CD
Plaintiff	:	Type of Pleading: 10 DAY NOTICE
vs.	:	Filed on behalf of: Plaintiff
RICHARD M. SWATSWORTH and MARGARET A. SWATSWORTH, husband and wife,	:	Counsel of Record for this Party:
Defendants	:	ALAN F. KIRK, ESQUIRE
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	814.234.2048
	:	I.D.#36893

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION
REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM
THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU
WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER
IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE.
IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR
TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL
HELP:

Date: October 15, 2001

PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
230 E. Market Street
Clearfield, PA 16830
Telephone: (814)765.2641


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

Richard M. Swatsworth-Certified Mail #7099 3400 0013 3791 4794, RRR
Margaret A. Swatsworth-Certified Mail #7099 3400 0013 3791 4787, RRR

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:

Mr. Richard N. Swatsworth
RD 1, Box 124
Woodland, PA 16881

COMPLETE THIS SECTION ON DELIVERY

- A. Received by (Please Print Clearly) *Mr. Richard N. Swatsworth* B. Date of Delivery *10/14/99*
- C. Signature *[Signature]* ☐ Agent ☐ Addressee
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

2. Article Number (Copy from service label)
7099 3400 0013 3791 4787

PS Form 3811, July 1999 Domestic Return Receipt 102595-99-M-1789

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS.

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:

Ms. Margaret Swatsworth
RD 1, Box 124
Woodland, PA 16881

THIS SECTION ON DELIVERY

- A. Received by (Please Print Clearly) *Ms. Margaret Swatsworth* B. Date of Delivery *10/14/99*
- C. Signature *[Signature]* ☐ Agent ☐ Addressee
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

2. Article Number (Copy from service label)
7099 3400 0013 3791 4787

PS Form 3811, July 1999 Domestic Return Receipt 102595-99-M-1789

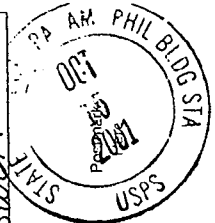
**U.S. Postal Service
 CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)**

Article Sent To: *Richard N. Swatsworth*

Postage	\$ <i>3.4</i>
Certified Fee	<i>0.10</i>
Return Receipt Fee (Endorsement Required)	<i>1.50</i>
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <i>3.94</i>

Name (Please Print Clearly) to be completed by recipient: *Richard N. Swatsworth*
 Street, Apt. No., or PO Box: *RD 1, Box 124*
 City, State, ZIP+4: *Woodland, PA 16881*

PS Form 3800, July 1999 See Reverse for Instructions



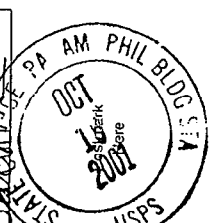
**U.S. Postal Service
 CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)**

Article Sent To: *Margaret Swatsworth*

Postage	\$ <i>3.4</i>
Certified Fee	<i>0.10</i>
Return Receipt Fee (Endorsement Required)	<i>1.50</i>
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <i>3.94</i>

Name (Please Print Clearly) to be completed by recipient: *Margaret Swatsworth*
 Street, Apt. No., or PO Box: *RD 1, Box 124*
 City, State, ZIP+4: *Woodland, PA 16881*

PS Form 3800, July 1999 See Reverse for Instructions



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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

vs.

RICHARD M. SWATSWORTH and
MARGARET A. SWATSWORTH,
husband and wife,
Defendants

:
:
:
:
:
:
:
:
:
:
:
:

No. 01-1485-CD

Filed on behalf of: Plaintiff

Counsel of Record for this Party:

ALAN F. KIRK, ESQUIRE

1375 Martin Street, Suite 204

State College, PA 16803

814.234.2048

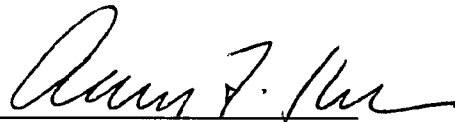
I.D.#36893

TO PROTHONOTARY:

Please Enter Judgment against the above-named Defendants pursuant to the enclosed
Certificate of Judgment of Clearfield County Docket No. 01-1485-CD in the principal amount of
\$ 68,337.05 together with interest and costs of suit.

By:

Dated: October 26, 2001



Alan F. Kirk, Esquire

1375 Martin Street, Suite 204

State College, PA 16803

Telephone: 814.234.2048

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

vs.

RICHARD M. SWATSWORTH and
MARGARET A. SWATSWORTH,
husband and wife,

Defendants

No. 01-1485-CD

Filed on behalf of: Plaintiff

Counsel of Record for this Party:

ALAN F. KIRK, ESQUIRE

1375 Martin Street, Suite 204

State College, PA 16803

814.234.2048

I.D.#36893

TO: **Richard M. Swatsworth**

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$ 68,337.05 on October 30, 2001.

, Prothonotary

0. 7

: No. 01-1485-CD

•

•

:

:

•

•

•

:

•

•

•

:

:

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

Clearfield Bank & Trust Company
Plaintiff(s)

No.: 2001-01485-CD

Real Debt: \$68,337.05

Atty's Comm:

Vs.

Costs: \$

Int. From:

Richard M. Swatsworth
Margaret A. Swatsworth
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 30, 2001

Expires: October 30, 2006

Certified from the record this October 30, 2001



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

FILED

OCT 30 2001

m. 2:39/atty Kirk pd. \$20.00

William A. Shaw
Prothonotary

Not. to Oys

Reg Stat. to atty.

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

vs.

RICHARD M. SWATSWORTH and
MARGARET A. SWATSWORTH,
husband and wife,
Defendants

No. 01-1485-CD

Type of Pleading: WRIT OF
EXECUTION

Filed on behalf of: Plaintiff

Counsel of Record for this Party:
ALAN F. KIRK, ESQUIRE
1375 Martin Street, Suite 204
State College, PA 16803
814.234.2048
I.D.#36893

WRIT OF EXECUTION
NOTICE

TO: RICHARD M. SWATSWORTH and MARGARET A. SWATSWORTH

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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.

Clearfield County Courthouse
Clearfield, PA 16830
(814) 765.2641

FILED

NOV 20 2001

11/18/01 8:30 AM
V. A. Shaw
PROCLAMATION

(Handwritten: E. was)
PO
20-

1 CENT to ATTY
2 CENT to SHFF
6 WRITS to SHERIFF

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

- 1. \$300.00 statutory exemption**
- 2. Bibles, school books, sewing machines, uniforms and equipment**
- 3. Most wages and unemployment compensation**
- 4. Social Security benefits**
- 5. Certain retirement funds and accounts**
- 6. Certain veteran and armed forces benefits**
- 7. Certain insurance proceeds**
- 8. Such other exemptions as may be provided by law**

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

vs.

RICHARD M. SWATSWORTH and
MARGARET A. SWATSWORTH,
husband and wife,
Defendants

: No. 01-1485-CD
:
: Type of Pleading: WRIT OF
: EXECUTION
:
: Filed on behalf of: Plaintiff
:
: Counsel of Record for this Party:
: ALAN F. KIRK, ESQUIRE
: 1375 Martin Street, Suite 204
: State College, PA 16803
: 814.234.2048
: I.D.#36893

CLAIM FOR EXEMPTION

To the Sheriff:

We, the above named defendants,
claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300 statutory exemption be

(i) Set aside in kind (specify property to be set aside in kind):

(ii) Paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of
exemption): _____
_____;

(2) From my property which is in the possession of a third party, I claim the
following exemptions:

(a) My \$300 statutory exemption: ____in cash:____ in kind (specify
property):_____

(b) Social Security benefits on deposit in the amount of \$_____;

(c) Other (specify amount and basis of exemption): _____

I request a prompt court hearing to determine the exemption. Notice of the hearing
should be given to me at _____
(address)

(telephone number)

I verify that the statements made in this Claim for Exemption are true and correct.
I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.
Section 4904 relating to unsworn falsification to authorities.

Date: _____

Date: _____

THIS CLAIM TO BE FILED WITH THE OFFICE OF

THE SHERIFF OF CLEARFIELD COUNTY:

CLEARFIELD COUNTY COURTHOUSE

(814)765.2641

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

CLEARFIELD BANK & TRUST COMPANY,	:	No. 01-1485-CD
Plaintiff	:	Type of Pleading: PRAECIPE
vs.	:	
	:	Filed on behalf of: Plaintiff
RICHARD M. SWATSWORTH and	:	
MARGARET A. SWATSWORTH,	:	Counsel of Record for this Party:
husband and wife,	:	ALAN F. KIRK, ESQUIRE
Defendants	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	814.234.2048
	:	I.D.#36893

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

Issue writ of execution in the above matter,

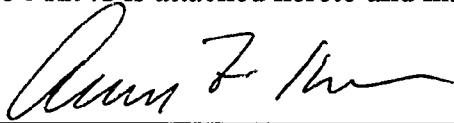
Amount due: **\$68,337.05**

Plus continuing interest on the principal balance from October 30, 2001, plus costs.

A description of the property to be levied upon and sold is attached hereto in duplicate, marked Exhibit "A" and made a part hereof.

This Praecipe is based on a Default Judgment. The Prothonotary is authorized to issue the Praecipe because notice has been served pursuant to Rule 2958.1 as evidenced by a Return of Service filed of record.

An Affidavit pursuant to Pa. R.C.P. Rule 3129.1 is attached hereto and marked Exhibit "B".



Alan F. Kirk, Esquire
Attorney for Plaintiff

EXHIBIT "A":

ALL those certain pieces or parcels of land situate in Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at an iron pin and southwest corner of a 1.99 acre parcel of land now or formerly of Emery Swoope and Iva Swoope at the line of land now or formerly of Wayne U. Shirey; thence North eighty-five (85) degrees ten (10) minutes West along said Shirey land three hundred fifty-nine and eighty-tenths (359.8) feet to an iron pin; thence North eighty (8) degrees ten minutes East through land now or formerly of Albert Welker and Geraldine J. Welker seven hundred eighty-four and nine-tenths (784.9) feet to an iron pin; thence South fifty-six (56) degrees forty-six (46) minutes East still through land now or formerly of Albert Welker and Geraldine J. Welker one hundred seventy-five and one-tenth (175.1) feet to an iron pin; thence South eighteen (18) degrees forty-six (46) minutes East still through land now or formerly of Albert Welker and Geraldine J. Welker four hundred forty-two and eight-tenths (442.8) feet to an iron pin and northwest corner of the 1.99 acre parcel of land now or formerly of Emery Swoope and Iva Swoope; thence South eight (8) degrees ten (10) minutes West along said 1.99 acre parcel two hundred ninety-five (295) feet to an iron pin and place of beginning. Containing five (5) acres.

EXCEPTING and RESERVING a sixteen (16) foot wide access right-of-way leading from Township Road T-611 across the above described five (5) acres to the 1.99 acre parcel now or formerly of Emery Swoope and Iva Swoope.

THE SECOND THEREOF: BEGINNING at an iron pin and northeast corner of a five (5) acre lot now or formerly of Virginia E. Jordan; thence North 8 degrees 10 minutes East along a 0.35 acre intended to be conveyed to said Jordan and crossing Township Road T-611 one hundred and eighty-four and two-tenths (184.2) feet to an iron pin at the base of a 12" hemlock at line of land now or formerly of the Woolridge Coal Co.; thence South 69 degrees 50 minutes East along said Woolridge land four hundred and forty-five and nine tenths (445.9) feet to a point and northeast corner of land now or formerly of Edward and Pearle Blimline; thence South 36 degrees 48 minutes West along said Blimline land and crossing Township Road T-611 and passing through an iron pin on south side of said road thirty-seven and four tenths (37.4) feet from the beginning of this course for a total course distance of two hundred and twenty-six and four tenths (226.4) feet to an iron pin and stones; thence South 66 degrees 17 minutes East still along Blimline land three hundred and thirty-eight and five tenths (338.5) feet to an iron pin and stones at the line of the Woolridge Coal Co.; thence South 8 degrees 10 minutes West along said Woolridge line two hundred and fifty-three and seven tenths (253.7) feet to an iron pin and Northeast corner of land now or formerly of Emery and Iva Swoope; thence North 85 degrees 10 minutes West along line of said Swoope two hundred and ninety-five (295.0) feet to an iron pin at line of five (5) acre lot now or formerly of Irvin; thence North 18 degrees 46 minutes West along now or formerly Irvin's 5 acre lot four hundred and forty-two and eight tenths (442.8) feet to an iron pin; thence North 56 degrees 46 minutes West still along Irvin's land one hundred seventy-five and one-tenths (175.1) feet to an iron pin and place of beginning, containing 4.75 acres of which 0.33 is considered road right-of-way.

EXHIBIT "B":

AFFIDAVIT PURSUANT TO RULE 3129.1

CLEARFIELD BANK & TRUST COMPANY, Plaintiffs in the above action, by and through their attorney, Alan F. Kirk, Esq., set forth as of the date of the Praecipe for Writ of Execution was filed, the following information concerning the real property located in Woodland, Clearfield County, Pennsylvania, bounded and described on Exhibit "A" attached hereto.

1. The name and address of the owner of the property are as follows:

Richard M. Swatsworth
Margaret A. Swatsworth
R.D.1, Box 124
Woodland, PA 16881

2. The name and address of the Defendants in judgment is as follows:

Richard M. Swatsworth
Margaret A. Swatsworth
R.D.1, Box 124
Woodland, PA 16881

3. The name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Clearfield Bank & Trust Company
11 North Second Street
Clearfield, PA 16830

4. Name and address of the last recorded holder of every mortgage of record:

Clearfield Bank & Trust Company
11 North Second Street
Clearfield, PA 16830

5. Name and address of every other person who has any record lien on the property:

None

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

Clearfield County Tax Claim Bureau
Clearfield, PA 16830

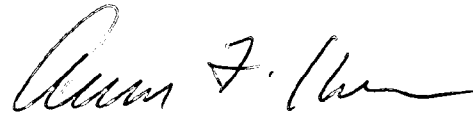
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

None

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: _____

11-15-01



Alan F. Kirk, Esq.
Attorney for Plaintiff

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

vs.

RICHARD M. SWATSWORTH and
MARGARET A. SWATSWORTH,
husband and wife,
Defendants

No. 01-1485-CD

Filed on behalf of: Plaintiff

Counsel of Record for this Party:

ALAN F. KIRK, ESQUIRE
1375 Martin Street, Suite 204
State College, PA 16803
814.234.2048
I.D.#36893

SHERIFF'S SALE OF VALUABLE REAL ESTATE

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the Clearfield County Courthouse, 230 E. Market Street, Clearfield, PA on _____, 2001 at _____ a.m., prevailing time.

TERMS OF SALE

The price or sum at which the property shall be struck off must be paid at the time of sale or such other arrangements made as will be approved, otherwise the property will be immediately put up and sold again at the expense and risk of the person to whom it was struck off and who, in case of deficiency of such resale, shall make good for the same and in no instance will the deed be presented for confirmation unless the money is actually paid to the Sheriff.

NOTICE

To all parties in interest and Claimants: A schedule of distribution will be filed by the Sheriff in his office the first Monday following the date of sale, and distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

CHESTER A. HAWKINS, SHERIFF

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

Clearfield Bank & Trust Company,

Vs.

NO.: 2001-01485-CD

Richard M. Swatsworth ,
Margaret A. Swatsworth ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST COMPANY, , Plaintiff(s) from
RICHARD M. SWATSWORTH , MARGARET A. SWATSWORTH , , Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Exhibit "A"

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying
any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise
disposing thereof;

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

AMOUNT DUE: \$68,337.05
INTEREST: \$On the principal from 10/30/01
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 11/20/2001

PAID: \$177.34
SHERIFF: \$
OTHER COSTS: \$

William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

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

Sheriff

EXHIBIT "A":

ALL those certain pieces or parcels of land situate in Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at an iron pin and southwest corner of a 1.99 acre parcel of land now or formerly of Emery Swoope and Iva Swoope at the line of land now or formerly of Wayne U. Shirey; thence North eighty-five (85) degrees ten (10) minutes West along said Shirey land three hundred fifty-nine and eighty-tenths (359.8) feet to an iron pin; thence North eighty (8) degrees ten minutes East through land now or formerly of Albert Welker and Geraldine J. Welker seven hundred eighty-four and nine-tenths (784.9) feet to an iron pin; thence South fifty-six (56) degrees forty-six (46) minutes East still through land now or formerly of Albert Welker and Geraldine J. Welker one hundred seventy-five and one-tenth (175.1) feet to an iron pin; thence South eighteen (18) degrees forty-six (46) minutes East still through land now or formerly of Albert Welker and Geraldine J. Welker four hundred forty-two and eight-tenths (442.8) feet to an iron pin and northwest corner of the 1.99 acre parcel of land now or formerly of Emery Swoope and Iva Swoope; thence South eight (8) degrees ten (10) minutes West along said 1.99 acre parcel two hundred ninety-five (295) feet to an iron pin and place of beginning. Containing five (5) acres.

EXCEPTING and RESERVING a sixteen (16) foot wide access right-of-way leading from Township Road T-611 across the above described five (5) acres to the 1.99 acre parcel now or formerly of Emery Swoope and Iva Swoope.

THE SECOND THEREOF: BEGINNING at an iron pin and northeast corner of a five (5) acre lot now or formerly of Virginia E. Jordan; thence North 8 degrees 10 minutes East along a 0.35 acre intended to be conveyed to said Jordan and crossing Township Road T-611 one hundred and eighty-four and two-tenths (184.2) feet to an iron pin at the base of a 12" hemlock at line of land now or formerly of the Woolridge Coal Co.; thence South 69 degrees 50 minutes East along said Woolridge land four hundred and forty-five and nine tenths (445.9) feet to a point and northeast corner of land now or formerly of Edward and Pearle Blimline; thence South 36 degrees 48 minutes West along said Blimline land and crossing Township Road T-611 and passing through an iron pin on south side of said road thirty-seven and four tenths (37.4) feet from the beginning of this course for a total course distance of two hundred and twenty-six and four tenths (226.4) feet to an iron pin and stones; thence South 66 degrees 17 minutes East still along Blimline land three hundred and thirty-eight and five tenths (338.5) feet to an iron pin and stones at the line of the Woolridge Coal Co.; thence South 8 degrees 10 minutes West along said Woolridge line two hundred and fifty-three and seven tenths (253.7) feet to an iron pin and Northeast corner of land now or formerly of Emery and Iva Swoope; thence North 85 degrees 10 minutes West along line of said Swoope two hundred and ninety-five (295.0) feet to an iron pin at line of five (5) acre lot now or formerly of Irvin; thence North 18 degrees 46 minutes West along now or formerly Irvin's 5 acre lot four hundred and forty-two and eight tenths (442.8) feet to an iron pin; thence North 56 degrees 46 minutes West still along Irvin's land one hundred seventy-five and one-tenth (175.1) feet to an iron pin and place of beginning, containing 4.75 acres of which 0.33 is considered road right-of-way.

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

Clearfield Bank & Trust Company,

Vs.

NO.: 2001-01485-CD

Richard M. Swatsworth ,
Margaret A. Swatsworth ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST COMPANY, , Plaintiff(s) from
RICHARD M. SWATSWORTH , MARGARET A. SWATSWORTH , , Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Exhibit "A"

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

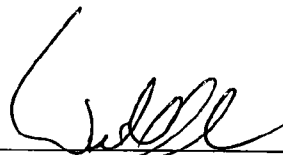
Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying
any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise
disposing thereof;

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

AMOUNT DUE: \$68,337.05
INTEREST: \$On the principal from 10/30/01
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 11/20/2001

PAID: \$177.34
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 20th day
of Nov A.D. 2001
At 8:53 A.M./P.M.

Sheriff

Chester A. Hankins
by Margaret A. Putt

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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11841

CLEARFIELD BANK AND TRUST COMPANY

01-1485-CD

VS.

SWATSWORTH, RICHARD M.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, DECEMBER 11, 2001, AT 7:50 AM O'CLOCK A LEVY WAS TAKEN ON THE
THE PROPERTY OF THE DEFENDANT, PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, FEBRUARY 1, 2002, AT 10:00 AM O'CLOCK.

NOW, DECEMBER 11, 2001, AT 7:50 AM O'CLOCK SERVED WRIT OF EXECUTION,
NOTICE OF SALE AND COPY OF LEVY ON MARGARET A. SWATSWORTH,
WIFE OF RICHARD M. SWATSWORTH, DEFENDANT, AT HER PLACE OF
RESIDENCE, RD #1, BOX 124, WOODLAND, CLEARFIELD COUNTY,
PENNSYLVANIA, 16881, BY HANDING TO MARGARET A. SWATSWORTH,
WIFE OF RICHARD M. SWATSWORTH, 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 11, 2001, AT 7:50 AM O'CLOCK SERVED WRIT OF EXECUTION,
NOTICE OF SALE AND COPY OF LEVY ON MARGARET A. SWATSWORTH,
DEFENDANT, AT HER PLACE OF RESIDENCE, RD #1, BOX 124, WOODLAND,
CLEARFIELD COUNTY, PENNSYLVANIA, 16881, BY HANDING TO MARGARET
A. SWATSWORTH, 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, JANUARY 31, 2002, RECEIVED A FAX FROM LORI KURTZ, AT CLEARFIELD
BANK AND TRUST, PLAINTIFF, THAT SALE IS TO BE CONTINUED FOR THIRTY
(30) DAYS.

NOW, FEBRUARY 1, 2002, IT WAS ANNOUNCED THAT SALE IS CONTINUED TO
FRIDAY, MARCH 1, 2002.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11841

CLEARFIELD BANK AND TRUST COMPANY

01-1485-CD

VS.

SWATSWORTH, RICHARD M.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MARCH 1, 2002, RECEIVED A FAX TO CANCEL SALE, MORTGAGE WAS BROUGHT CURRENT.

NOW, MARCH 5, 2002, BILLED ATTORNEY FOR COSTS DUE.

NOW, MARCH 21, 2002, RECEIVED PLAINTIFF CHECK #40897 IN THE AMOUNT OF FOUR HUNDRED THIRTY-EIGHT DOLLARS AND FIFTY-ONE CENTS (\$438.51) FOR COST DUE.

NOW, MARCH 22, 2002, RETURN WRIT AS NO SALE HELD, DEFENDANTS BROUGHT MORTGAGE CURRENT. PAID COSTS FROM ADVANCE WITH PLAINTIFF PAYING REMAINING COSTS.

SHERIFF HAWKINS \$383.66

SURCHARGE \$ 40.00

PAID BY PLAINTIFF

FILED

MAR 22 2002
013541
William A. Shaw
Prothonotary

Sworn to Before Me This

22nd day of March, 2002
William A. Shaw

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

So Answers,

Chester A. Hawkins
by *Margaret W. Putt*
Chester A. Hawkins
Sheriff



Established 1902

Main Bank

11 NORTH 2ND STREET, P.O. BOX 171, CLEARFIELD, PA. 16830-0171 • (814) 765-7551
FAX (814) 765-2943

MEMBER FEDERAL DEPOSIT INSURANCE CORPORATION

FAX TRANSMISSION

Date: 1/31/02

Please Deliver the Following Pages to:

Name: LadyFirm: Sheriff's OfficeFax Number: 715-5915From: Lari

Fax Number: (814)765-1443

RE:

Comments:

Elenakis Cancellation
Swatoworth - PostponementThere are 3 pages being transmitted (including cover page)**IF YOU DO NOT RECEIVE THE TOTAL NUMBER OF PAGES
INDICATED ABOVE, PLEASE CALL (814)765-7551****Full Service Branches:****BRIDGE STREET**COR. N. 2ND & BRIDGE STS.
CLEARFIELD, PA. 16830
(814) 765-1645
FAX (814) 765-2672**GOLDENROD**1935 DAISY ST.
CLEARFIELD, PA. 16830
(814) 768-5200
FAX (814) 768-5206**CURWENSVILLE**407 WALNUT ST.
CURWENSVILLE, PA. 16833
(814) 236-2441
FAX (814) 236-4650**DuBOIS**91 BEAVER DRIVE
DuBOIS, PA. 15801
(814) 371-1400
FAX (814) 371-2903**PHILIPSBURG**IRVIN DRIVE EXTENSION
PHILIPSBURG, PA. 16866
(814) 342-5750
FAX (814) 342-7321

CLEARFIELD BANK & TRUST CO

CLEARFIELD BANK & TRUST
CO

Phone:
FAX:
email:

Facsimile

To: Sheriff's Office
@Fax: 814-765-5915
From: Lori A. Kurtz
CLEARFIELD BANK & TRUST CO
Date: Friday, March 1, 2002 @ 9:28 AM
Re: Richard Swatsworth Sheriff Sale
Pages: 1, including this

Please cancel the above sheriff sale scheduled for 10:00 today.

Mr. Swatsworth paid a total of \$9,154.41.

COPY



Main Office
P.O. Box 171
Clearfield, PA 16830

EXPENSE CHECK

60-629
313

40897

DATE

3/20/02

ACCOUNT NUMBER

P
AY
TO
THE
ORDER OF

Four hundred thirty eight & 51/100 dollars

AMOUNT

\$438.51

SHERIFF OF CLEARFIELD COUNTY
MARKET STREET
CLEARFIELD PA 16830

Richard W. Ogden
AUTHORIZED SIGNATURE

ORIGINAL CHECK HAS MICRO PRINTING IN THE SIGNATURE LINE • MICRO LINE AND RED CHECK NUMBER IMAGE THROUGH TO REVERSE SIDE

⑈040897⑈ ⑆031306294⑆ 1 9 00000 1⑈

Clearfield Bank & Trust Company
Expense Check

LEDGER COPY

40897

3/20/02 SHERIFF OF CLEARFIELD COUNTY

INVOICE NO.

INVOICE DATE

AMOUNT PAID

03/05/2002

3/05/02

438.51

RICHARD + MARGARET SWAISWORTH

438.51

REAL ESTATE SALE

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, _____, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of 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		3.25
LEVY		15.00
MILEAGE		3.25
POSTING		15.00
CSDS		10.00
COMMISSION 2%		183.28
POSTAGE		4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		15.00
DEED		30.00
ADD'L POSTING		15.00
ADD'L MILEAGE		
ADD'L LEVY		15.00
BID AMOUNT		
RETURNS/DEPUTIZE		
COPIES / BILLING	\$15.00 +	5.00
BILLING - PHONE - FAX		
TOTAL SHERIFF COSTS	\$	383.66

DEED COSTS:

REGISTER & RECORDER \$ 15.50
ACKNOWLEDGEMENT \$ 8.00
TRANSFER TAX 2% \$

TOTAL DEED COSTS \$

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 68,337.05
INTEREST FROM 10-30-01	
TO BE ADDED	

TOTAL DEBT & INTEREST

\$68,337.05

COSTS:

ATTORNEY FEES	\$
PROTH. SATISFACTION	\$
ADVERTISING	\$ 446.76
LATE CHARGES & FEES	\$
TAXES-Collector	\$
TAXES-Tax Claim	\$
COSTS OF SUIT-To Be Added	\$
LIST OF LIENS AND MORTGAGE SEARCH	\$ 280.00
FORCLOSURE FEES /ESCROW DEFICIT	\$
ACKNOWLEDGEMENT	\$
DEED COSTS	\$
ATTORNEY COMMISSION	\$
SHERIFF COSTS	\$ 383.66
LEGAL JOURNAL AD	\$ 150.75
REFUND OF ADVANCE	\$
REFUND OF SURCHARGE	\$
PROTHONOTARY	\$ 177.34

TOTAL COSTS

\$ 1,438.51

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