

01-1853-CD
CLEARFIELD BANK AND "vs" JAMES E. SHOMO etux
TRUST COMPANY

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

No. 2001-1893-C

vs.

JAMES E. SHOMO and SANDRA J.
SHOMO, husband and wife,

Defendants

Type of Pleading: COMPLAINT

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893

1375 Martin Street, Suite 204
State College, PA 16803
(814) 234.2048

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

NOV 19 2001

MA/4:oo/wy
William A. Shaw
Prothonotary
BY ATTY
2 CENTS TO STAFF
1 CENT TO ATTY

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

CLEARFIELD BANK AND TRUST COMPANY, Plaintiff : No.
vs. : Type of Pleading: COMPLAINT
JAMES E. SHOMO and SANDRA J. SHOMO, husband and wife, Defendants : Filed on Behalf of: Plaintiff
: Counsel of Record for this Party:
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 1375 Martin Street, Suite 204
: State College, PA 16803
: (814) 234.2048

COMPLAINT

NOW COMES, the Plaintiff, Clearfield Bank & Trust Company, by its attorney, Alan F. Kirk, Esquire, 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, P.O. Box 171 Clearfield, Pennsylvania 16830.
2. The Defendants are JAMES E. SHOMO and SANDRA J. SHOMO with a residential address of R.R.1, Box 246, Coalport, Pennsylvania 16627, and a commercial address of R.R.1, Box 600, Coalport, Pennsylvania 16627.
3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated September 17, 1998, in the principal amount of

\$100,000.00 a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Volume 1969, Page 97.

4. The said Mortgage is and contains a lien against that certain tract of land situate in Beccaria Township, Clearfield County, Pennsylvania, a legal description is more fully described in the attached Exhibit "A".

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendant the sum of \$ 100,000.00 as set forth in Promissory Note dated September 17, 1998. A true and correct copy of the said Note is attached hereto marked Exhibit "B".

6. The Defendants defaulted under the terms of the said loan by failing to make the monthly payment due July 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 September 21, 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 Defendant has not availed himself 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 Defendant is not on active duty with the armed forces of the United States.

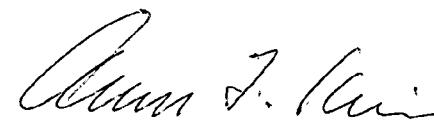
10. The amounts due and owing under the terms of the said Mortgage are as follows:

(a)	Principal Balance	\$ 89,916.17
(b)	Interest per diem of 20.93938 from 6/17/01 to 11/15/01	\$ 2,790.38
(c)	Late Charges	\$ 246.25
(d)	Satisfaction Fee	\$ 15.50
(e)	Attorney Collection Fee	<u>\$13,487.43</u>
	FINAL TOTAL	\$106,455.73

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$106,455.73** plus interest at 8.50%, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

Date:



Alan F. Kirk, Esquire
Attorney for Plaintiff

MORTGAGE

VOL 1050 PAGE 97

This Mortgage is made this 17th day of September, 1998 between the Mortgagor James E. Shomo and Sandra J. Shomo, husband and wife, of R.R.#1, Box 246, Coalport, Pennsylvania 16627 (herein "Borrower") and the MORTGAGEE, CLEARFIELD BANK & TRUST COMPANY, a corporation organized and existing under the law of Pennsylvania, whose address is 11 North Second Street, Clearfield, PA 16830 (herein "Lender").

WHEREAS, Borrower and Lender have executed a Promissory Note concurrent herewith providing for a loan to Borrower from Lender of the Principal sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00);

WHEREAS, said loan is also secured by a Promissory Note with Borrower as maker and Lender as holder, of even date herewith (herein "Note") providing for 180 installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 17, 2013.

NOW THEREFORE, as security for the repayment of the indebtedness evidenced by the Note and the Loan and Security Agreement, with interest thereon, and all renewals, extensions and modification; the payment of all other sums, with interest, advanced under paragraph 6 hereof to protect the security of this mortgage; and the performance of Borrower's covenants and agreements under this Mortgage, the Note and the Loan and Security Agreement; and for the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 22 hereof (herein "future advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Clearfield, State of Pennsylvania:

See Attached Schedule "A" and "B"

No. 1) R.R.#1, Route No. 53, Coalport, Beccaria Township, Clearfield County, Pennsylvania 16627 and No. 2)

which has the address of R.R.#1, Box 246 (Street)

Coalport, Pennsylvania 16627
(City) (Zip Code)
(herein "Property Addresses");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock, and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

TOGETHER WITH all leases and other agreements affecting the use and occupancy of the Property now or hereafter entered into, all licenses and agreements relating to the operation or maintenance of the Property and all rights of Borrower to payment under any such agreement, which is at the time not yet earned by performance (all such leases, licenses and other agreements and such rights thereunder are hereinafter referred to individually as a "Contract Right" or a "lease" and collectively as "Contract Rights or Leases");

EXHIBIT

tabbles



TOGETHER WITH all rents, receipts, deposits, issues, profits and other income of any and all kinds received or receivable and due or to become due from the sale or lease of all or a portion of the Property (all of such proceeds, receipts and income are hereinafter collectively referred to as the "Income and Rents" and all such rights are hereinafter referred to individually as an "Account Receivable" and collectively as "Accounts Receivable");

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record listed in the Certificate of title delivered to Lender by Borrower's counsel concurrent with the execution and delivery of this Mortgage. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record accepted by Lender.

BORROWER AND LENDER covenant and agree as follows:

1. **Payment of Principal and Interest.**

Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Application of Payments.**

Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to interest due; and last, to principal due.

3. **Charges; Liens.**

Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

4. **Hazard Insurance.**

Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable withheld.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. **Preservation and Maintenance of Property; Leaseholds.**

Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. **Protection of Lender's rights in the Property; Mortgage Insurance.**
If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in THE PROPERTY *such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

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

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

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

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

9. **Borrower Not Released; Forbearance By Lender Not a Waiver.**
Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refused 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 Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
10. **Remedies Cumulative.**
All remedies provided in this mortgage are distinct and cumulative to any other right or remedy under this Mortgage or under the Note or Loan and Security Agreement or afforded by law or equity and may be exercised concurrently, independently or successively.
11. **Successors and Assigns Bound; Joint and Several Liability; Cosigners.**
The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent.
12. **Loan Charges.**
If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
13. **Legislation Affecting Lender's Rights.**
If enactment or expiration of applicable laws has the effect of rendering any provision of the Note, Loan and Security Agreement or this Mortgage unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 17.

14. **Notices.**

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address for any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.**

This Mortgage shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that a 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 provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

16. **Transfer of the Property or a Beneficial Interest in Borrower.**

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

If Lender exercised this option, Lender shall give Borrower notice of acceleration. Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

17. **Acceleration; Remedies.**

Upon default by Borrower of any covenant or agreement in the Note, Loan and Security Agreement or this Mortgage, Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, attorney's fees and cost of title evidence to the extent permitted by applicable law.

18. **Lender in Possession.**

Upon acceleration under paragraph 17 or abandonment of the Property, Lender (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. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage.

19. **Release.**

Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

20. **Purchase Money Mortgage.**

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

21. **Interest Rate After Judgment.**

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

22. **Future Advances.**

Upon request of Borrower, Lender, at Lender's option prior to release of this mortgage, may make future advances to Borrower. Such future advances, with interest thereon, shall be secured by this mortgage when evidenced by a Promissory Note stating that said Notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

23. **Environmental Hazards.**

Borrower agrees that Borrower:

(a) (1) shall not generate, transfer, store, dispose of, or permit or suffer to be generated, transferred, stored or disposed of hazardous or toxic waste in, upon, or under the Property except in strict accordance with federal and Pennsylvania laws, rules, regulations and permits; and (2) shall reimburse the Lender on demand, for all costs expended by the Lender or which the Lender is required to pay to any governmental agency or otherwise for environmental audits, studies, inspections, cleanup, removal, or transportation with respect to or from the Property of hazardous or toxic wastes; (3) Borrower provides Lender access to the property at all times to perform its due diligence;

(b) shall not discharge or release or permit or suffer to be discharged or released hazardous or toxic substances in, upon, or under any land or soil which is included in the Property in such a way that such substances become discharged or released upon any such land or soil;

(c) shall comply with all orders or decrees now or hereafter issued by any federal, state or local governmental agency concerning the generation, transfer, storage or disposal of hazardous or toxic substances or the discharge or release of the same in, on under or from the Property or requiring the clean-up or elimination of hazardous or toxic substances in, upon, under, or from the Property;

(d) shall promptly reimburse any federal or state governmental agency which has expended funds or incurred costs or expenses for environmental audit, study or inspection of the Property or for cleanup, removal or elimination of hazardous or toxic substances in, upon, or under the Property;

(e) where permits are issued or required by any federal or state agency related to or with respect to the Property, the Borrower shall submit annual reports to the Lender showing compliance with such permits; and

(f) shall report or submit to the Lender promptly: (1) any request received by the Borrower for information, inquiry, investigation, notice or violation, administrative order, penalty assessment, suit, or directive from any federal, state or local agency concerning the Property and toxic or hazardous substances, environmental pollution, health risk or safety risk at the Property, and (2) notice of any suit brought by any person or entity alleging any environmental damage or threat, nuisance, non-compliance or health or safety risk related to the Property.

(g) Any violation authorizes Lender to cancel any commitment to advance funds under any note secured by this mortgage, to accelerate any amounts outstanding on this note, or any other note, or allow for foreclosure to be instituted immediately.

24. **Riders to this Mortgage.**

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

Adjustable Rate Rider Condominium Rider

2-4 Family Rider Graduated Payment Rider

Planned Unit Development Rider

Other(s) [specify]

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Raymond J. Wendlker

James E. Shomo (Seal)
Borrower
JAMES E. SHOMO

Raymond J. Wendlker

Sandra J. Shomo (Seal)
Borrower
SANDRA J. SHOMO

COMMONWEALTH OF PENNSYLVANIA:

: ss.

COUNTY OF CAMBRIA

:

On this, the 17th day of September, 1998,
before me the undersigned officer, personally appeared James E. Shomo and Sandra J. Shomo, husband and wife,
known to me (or satisfactorily proven) to be the persons whose names
are
subscribed to the within instrument and acknowledged that they
executed the same for the purposes herein contained.

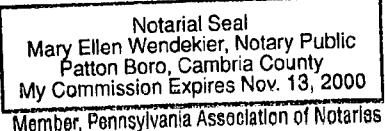
IN WITNESS WHEREOF, I hereunto set my hand

and official seal.

Mary Ellen Wendekier

Notary Public

My Commission Expires:



I certify that the precise
address of the within named
lender is: 11 N. Second Street, P.O.

Box 171, Clearfield, PA 16830

Raymond J. Wendekier

Signature Raymond J. Wendekier,
Attorney for Mortgagee

ALL those two (2) certain pieces or parcels of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

NO. 1: BEGINNING at a stake on the right-of-way of the old Township Road leading from Flinton to Coalport at a corner of land now or formerly of John Palmer; then along the line of land now or formerly of John Palmer South eighty-five (85°) degrees West a distance of fifty-four and twenty-two hundredths (54.22) feet to a point on the East side of the right-of-way of Pennsylvania State Highway Route No. 53; then crossing Pennsylvania State Highway Route No. 53 to the West side of the same South eighty-five (85°) degrees West for fifty-five (55) feet; then continuing along line of land now or formerly of John Palmer South eighty-five (85°) degrees West a distance of sixty-two and thirty eighty hundredths (62.38) feet to a stake and corner of Parcel No. 2 hereinafter described; then along line of said Parcel No. 2 South ten (10°) degrees East a distance of one hundred seventy-eight (178) feet to a stake on line of land now or formerly of Hegarty Heirs; then along line of land now or formerly of Hegarty Heirs North eighty-three (83°) degrees East a distance of twenty and eight-tenths (20.8) feet to the West side of State Highway Route No. 53; then crossing the East side by the same North eighty-three (83°) degrees East fifty-five (55) feet; then along line of land now or formerly of Harry P. Boone North eighty-three degrees East a distance one hundred nine (109) feet to a stake and corner on the right-of-way of the old Township Road leading from Flinton to Coalport; then along the right-of-way of said Old Township Road North fifteen (15°) degrees West a distance of one hundred seventy-four and five-tenths (174.5) feet to a stake and corner, the place of beginning. Being Parcel No. 1 on the map of survey of G. A. Heil dated December 10, 1956.

NO. 2: BEGINNING at a stake on line of land now or formerly of John Palmer at corner of Parcel No. 1 hereinbefore described; then along said land now or formerly of John Palmer South eighty-five (85°) degrees West a distance eighty-seven (87) feet to a stake on line of land now or formerly of Blake Campbell; then along line of said land now or formerly of Blake Campbell South ten (10°) degrees East a distance of one hundred eighty-one (181) feet to a stake and corner of line of land now or formerly of Hegarty Heirs; then along the line of said land now or formerly of Hegarty Heirs North eighty-three (83°) degrees East a distance of eighty-seven (87) feet to a stake and corner of Parcel No. 1 hereinbefore described; then along the line of said Parcel No. 1 North ten (10°) degrees West a distance of one hundred seventy-eight (178) feet to a stake and corner, the place of beginning. Being Parcel No. 2 on map of survey of G. A. Heil dated December 10, 1956.

All that certain piece or parcel of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the westerly line of an access road and on the line of lands now or formerly of Younkin; thence along the line of said Younkin lands South $70^{\circ} 25'$ West 342.90 feet to an iron pin on line of lands now or formerly of Noel; thence along the line of said Noel lands South $10^{\circ} 26'$ East 447.77 feet to an existing iron pin on line of lands now or formerly of Gill; thence along the line of said Gill lands South $82^{\circ} 12'$ East 351.54 feet to an existing iron pin on line of lands now or formerly of Beers; thence along the line of said Beers lands and through an iron pin North 10° West 612.22 feet to an iron pin, the place of beginning. Containing 4.092 acres.

Schedule "B"

This instrument is recorded in the Recorder's Office of Clearfield County, Pennsylvania.

9-17-90

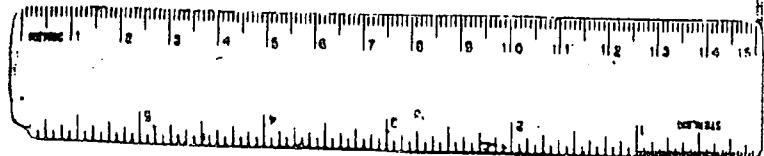
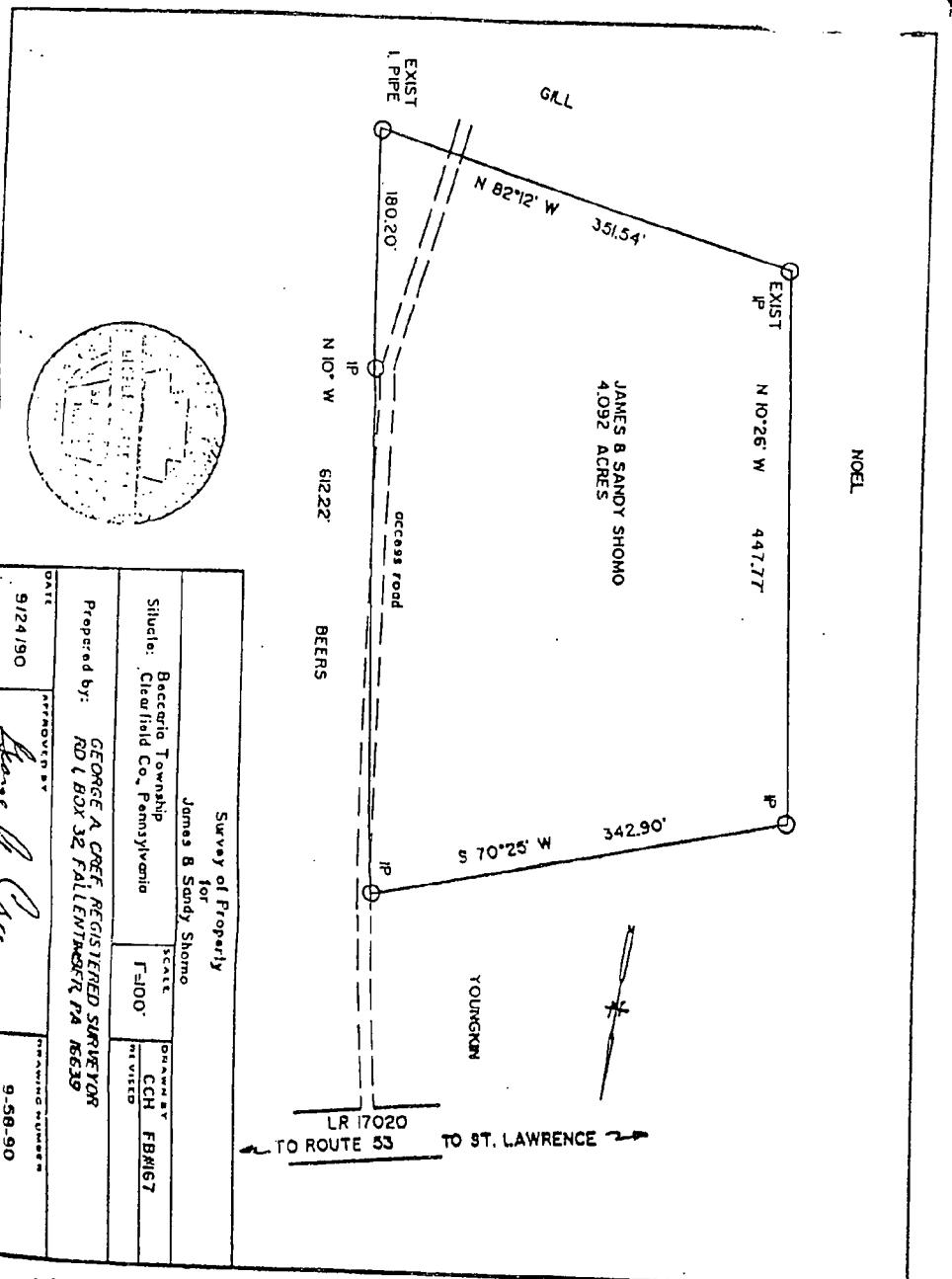
CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 8:04 AM
BY Raymond Winkler
FEES 31.50
Karen L. Starck, Recorder



Karen L. Starck

Karen L. Starck
Recorder of Deeds

VOL 1989 PAGE 108



Entered of Record 9-17 1998 2:04 PM Karen L. Starck, Rec.

ALL those two (2) certain pieces or parcels of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

NO. 1: BEGINNING at a stake on the right-of-way of the old Township Road leading from Flinton to Coalport at a corner of land now or formerly of John Palmer; then along the line of land now or formerly of John Palmer South eighty-five (85°) degrees West a distance of fifty-four and twenty-two hundredths (54.22) feet to a point on the East side of the right-of-way of Pennsylvania State Highway Route No. 53; then crossing Pennsylvania State Highway Route No. 53 to the West side of the same South eighty-five (85°) degrees West for fifty-five (55) feet; then continuing along line of land now or formerly of John Palmer South eighty-five (85°) degrees West a distance of sixty-two and thirty eighty hundredths (62.38) feet to a stake and corner of Parcel No. 2 hereinafter described; then along line of said Parcel No. 2 South ten (10°) degrees East a distance of one hundred seventy-eight (178) feet to a stake on line of land now or formerly of Hegarty Heirs; then along line of land now or formerly of Hegarty Heirs North eighty-three (83°) degrees East a distance of twenty and eight-tenths (20.8) feet to the West side of State Highway Route No. 53; then crossing the East side by the same North eighty-three (83°) degrees East fifty-five (55) feet; then along line of land now or formerly of Harry P. Boone North eighty-three degrees East a distance one hundred nine (109) feet to a stake and corner on the right-of-way of the old Township Road leading from Flinton to Coalport; then along the right-of-way of said Old Township Road North fifteen (15°) degrees West a distance of one hundred seventy-four and five-tenths (174.5) feet to a stake and corner, the place of beginning. Being Parcel No. 1 on the map of survey of G. A. Heil dated December 10, 1956.

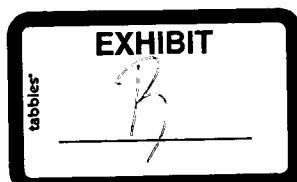
NO. 2: BEGINNING at a stake on line of land now or formerly of John Palmer at corner of Parcel No. 1 hereinbefore described; then along said land now or formerly of John Palmer South eighty-five (85°) degrees West a distance eighty-seven (87) feet to a stake on line of land now or formerly of Blake Campbell; then along line of said land now or formerly of Blake Campbell South ten (10°) degrees East a distance of one hundred eighty-one (181) feet to a stake and corner of line of land now or formerly of Hegarty Heirs; then along the line of said land now or formerly of Hegarty Heirs North eighty-three (83°) degrees East a distance of eighty-seven (87) feet to a stake and corner of Parcel No. 1 hereinbefore described; then along the line of said Parcel No. 1 North ten (10°) degrees West a distance of one hundred seventy-eight (178) feet to a stake and corner, the place of beginning. Being Parcel No. 2 on map of survey of G. A. Heil dated December 10, 1956.

UNDER AND SUBJECT TO:

- (a) The Notice of Condemnation and the terms thereof which is recorded in Clearfield County in Deeds and Record Book Volume 1574, Page 402, et seq.
- (b) The Right-of-Way Easement recorded in Clearfield County in Deeds and Record Book Volume 1573, Page 528.
- (c) Any and all exceptions, reservations, covenants, agreements, conveyances and restrictions which affect the premises and are visible by inspection of the premises.
- (d) Any and all exceptions, reservations, covenants, agreements, conveyances and restrictions contained in any and all prior deeds, grants and conveyances affecting the premises.

BEING THE SAME PREMISES TITLE TO WHICH became vested in Samuel W. Diehl and Carol P. Diehl, husband and wife, by deed of Alexander Ballarotto and Deborah A. Ballarotto, husband and wife, dated November 14, 1994 and recorded in Clearfield County in Deeds and Record Book Volume 1643, Page 457.

GRANTORS state that the above property is not presently being used, nor to the best of their knowledge, information and belief, has it ever been used for the disposal of hazardous wastes. This statement is made in compliance with the Solid Waste Management Act No. 1980-97, Section 405.



\$ 100,000.00

PROMISS / NOTE

Loan # 30 2146

Dated September 17, 1998

Debtor James E. Shomo

of RD 1, Box 246, Coalport, PA 16627

Debtor Sandra J. Shomo

of RD 1, Box 246, Coalport, PA 16627

FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND HEREBY, the person or persons who sign as debtor below (each jointly and severally liable if more than one person and hereinafter referred to as "Debtor"), promises to pay to the order of

CLEARFIELD BANK & TRUST CO., Clearfield, Pennsylvania 16830

("Lender")

at any of Lender's branch offices,

the Principal sum of --One Hundred Thousand and 00/100----- Dollars in lawful money of the United States, to be paid as follows: Principal is payable on Demand together with the accrued interest then outstanding, but if no demand is made by Lender then 60 monthly principal and interest installments of \$985.01 commencing on the 17th day of October, 1998 and continuing on the 17th day of each month thereafter. Subsequent monthly principal and interest installments will be based on a variable interest rate of Lender's Prime Rate, currently 8.50% plus 1.00%. The payment schedule will amortize the loan over the full 180 month term. Any increase or decrease in the amount of interest due caused by early or late payments will be reflected in the final installment which will be modified accordingly.

Interest from the date of this Note shall accrue on the unpaid Principal balance hereof at the rate of 8.5% per annum which will be fixed for the first five year time period only. Interest thereafter will be at a variable rate of Lenders Prime Rate, currently 8.50% plus 1.00%

and shall be payable with each principal payment

as billed.

If a payment is made more than 15 days after its scheduled due date, a late charge of 5% of the payment amount or a minimum of \$5.00 will be charged.

SECURITY INTEREST: As security for the prompt payment as and when due of all amounts due under this Note, including any renewals, extensions and/or modifications thereof, together with all other existing and future liabilities and obligations of Debtor, or any of them, to Lender whether absolute or contingent, of any nature whatsoever and out of whatever transactions arising (hereinafter collectively referred to as the "Liabilities"), in addition to any other security agreement or document granting Lender any rights in any of Obligor's ("Obligor"), as used herein, shall include Debtor and all other persons liable, either absolutely or contingently, on the Liabilities, including endorsers, sureties and guarantors) property for the purpose of securing the Liabilities, Obligor acknowledges Lender's right of set-off and further hereby grants to Lender a lien and security interest in and to all property of Obligor, or any of them, which at any time Lender shall have in its possession, or which is in transit to it, including without limitation any balance or share belonging to Obligor, or any of them, of any deposit, agency, trust, escrow or other account or accounts with Lender and any other amounts which may be owing from time to time by Lender to Obligor, or any of them. Said lien and security interest shall be independent of Lender's right of set-off, which, if exercised, shall be deemed to occur at the time Lender first restricts access of Obligor to property in Lender's possession, although such set-off may be entered upon Lender's books and records at a later time.

If checked, Debtor agrees that this Note is a renewal of the Promissory Note dated

19, and that, whether or not additional funds are advanced herewith, this Note is not intended to create a totally new debt. If Lender was given a purchase money or other security interest in connection with the prior Promissory Note, that security interest shall be retained by Lender in connection with this Note.

UNCONDITIONAL LIABILITY: Obligor's liability shall be unconditional and without regard to the liability of any other Obligor, and shall not be affected by any indulgence, extension of time, renewal, waiver or modification of this Note, or the release, substitution and/or addition of collateral security for this Note. Obligor consents to any and all extensions of time, renewals, waivers or modifications, as well as to the release, substitution or addition of Obligors and/or collateral security, without notice to Obligor and without affecting Obligor's liability hereunder or under the Liabilities.

This Note is entitled to the benefits of any loan agreement(s), surety and/or guaranty agreement(s), security agreement(s), mortgage(s), assignment(s), and/or other such loan documents (referred to as the "Loan Documents") issued in connection with the Liabilities, whether executed previously to or concurrently with, or to be executed subsequent to, this Note, and which may be amended, modified, renewed or substituted without affecting in any way the validity or enforceability of this Note.

EVENTS OF DEFAULT: Each of the following shall be an "Event of Default" hereunder: (1) the nonpayment when due, or if this is a demand obligation, upon demand, of any amount payable under this Note or of any amount when due under or on any of the Liabilities, or the failure of any Obligor to observe or perform any agreement of any nature whatsoever with Lender, including, but not limited to, those contained in the Loan Documents; (2) if any Obligor becomes insolvent or makes an assignment for the benefit of creditors, or if any petition is filed by or against any Obligor under any provision of any state or federal law or statute alleging that such Obligor is insolvent or unable to pay debts as they mature or under any provision of the Federal Bankruptcy Code; (3) the entry of any judgment against any Obligor or any of Obligor's property which remains unsatisfied for fifteen (15) days; (4) the issuing of any attachment, levy or garnishment against any property of any Obligor; (5) the occurrence of any substantial change in the financial condition of any Obligor which, in the sole, reasonable good faith judgment of Lender is materially adverse; (6) the sale of all or substantially all of the assets, or change in ownership, or the dissolution, liquidation, merger, consolidation or reorganization of any Obligor which is a corporation or partnership, without the express prior written consent of Lender; (7) the death, incarceration or adjudication of legal incompetence of any Obligor who is a natural person; (8) if any information or signature furnished to Lender by any Obligor at any time in connection with any of the Liabilities, or in connection with any guaranty or surety agreement applicable to any of the Liabilities, is false or incorrect; or (9) the failure of any Obligor to timely furnish to Lender such financial and other information as Lender may reasonably request or require.

LENDER'S RIGHTS UPON DEFAULT: Notwithstanding anything to the contrary contained herein or elsewhere, or the fact that Debtor may be required to make Principal and/or interest payments from time to time, if this Note is payable upon demand, Lender may demand payment of all outstanding Principal and accrued interest at any time, whether or not an Event of Default shall have occurred. In any event, upon the occurrence of any Event of Default, Lender may do any or all of the following:

(1) accelerate the maturity of this Note and demand immediate payment of all outstanding Principal and accrued interest. Debtor agrees to pay interest at the rate provided in this Note on all such sums until Lender has actually received payment in full thereof, even if Lender has obtained judgment against Debtor therefore. (2) pursuant to the Warrant of Attorney contained herein, confess judgment against Debtor, or any of them. (3) exercise Lender's right of set-off and all of the rights, privileges and remedies of a secured party under the Pennsylvania Uniform Commercial Code and all of its rights and remedies under any security agreement, pledge agreement, assignment, mortgage, power, this Note or any other note, or other agreement, instrument or document issued in connection with or arising out of any of the Liabilities, all of which remedies shall be cumulative and not alternative. The net proceeds of any collateral held by Lender as security for any of the Liabilities shall be applied first to the expenses of Lender in preparing the collateral for sale, selling and the like, including, without limitation, reasonable attorney's fees and expenses incurred by Lender (including fees and expenses of any litigation incident to any of the foregoing), and second, in such order, as Lender may, in its sole discretion, elect, to the complete satisfaction of all of the Liabilities together with all interest thereon. Obligor waives and releases any right to require Lender to collect any of the Liabilities to Lender from any other collateral under any theory of marshalling of assets or otherwise, and specifically authorizes Lender to apply any collateral in which Obligor has any right, title or interest against any of the Obligor's Liabilities to Lender in any manner that Lender may determine.

(4) Upon five (5) days written notice to Debtor, begin accruing interest, in addition to the interest provided for above, if any, at a rate not to exceed four percent (4%) per annum on the unpaid Principal balance; provided, however, that no interest shall accrue hereunder in excess of the maximum amount of interest then allowed by law. Debtor agrees to pay such accrued interest upon demand.

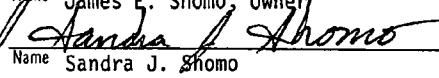
WARRANT OF ATTORNEY: Debtor, and each of them if more than one, hereby irrevocably authorizes and empowers any Attorney or any Clerk of any court of record prior to, upon or after the occurrence of any Event of Default, as specified above, to appear for and CONFESS JUDGMENT against Debtor, or any of them, (a) for such sums as are due and/or may become due on the Liabilities, and/or (b) in any action of replevin instituted by Lender to obtain possession of any collateral securing this Note or securing any of the Liabilities, in either case with or without declaration, with costs of suit, without stay of execution and with an amount not to exceed fifteen percent (15%) of the unpaid principal amount of such judgment, but not less than One Thousand Dollars (\$1,000.00), added for attorney's collection fees. Debtor: (1) waives the right of inquisition on any real estate levied on, voluntarily condemns the same, authorizes the Prothonotary or Clerk to enter upon the Writ of Execution said voluntary condemnation and agrees that said real estate may be sold on a Writ of Execution; (2) to the extent permitted by law, waives and releases all relief from all appraisal, stay, exemption or appeal laws of any state now in force or hereafter enacted; and (3) releases all errors in such proceedings. If a copy of this Note, verified by affidavit or on behalf of Lender shall have been filed in such action, it shall not be necessary to file the original Note as a Warrant of Attorney. The authority and power to appear for and enter judgment against Debtor shall not be exhausted by the initial exercise thereof, and the same may be exercised, from time to time, as often as Lender shall deem necessary and desirable, and this Note shall be a sufficient Warrant therefore. Lender may enter one or more judgments in the same or different counties for all or part of the Liabilities, without regard to whether judgment has been entered on more than one occasion for the same Liabilities. In the event any judgment entered against Debtor hereunder is stricken or opened upon application by or on Debtor's behalf for any reason whatsoever, Lender is hereby authorized and empowered to again appear for and Confess Judgment against Debtor or any of them; subject, however, to the limitation that such subsequent entry or entries of judgment by Lender may only be done to cure any errors in prior proceedings, only and to the extent that such errors are subject to cure in the later proceedings.

THE PROVISIONS ON THE REVERSE SIDE ARE PART OF THIS NOTE.

Debtor has duly executed this Note the day and year first above written and has hereunto set Debtor's hand and seal.

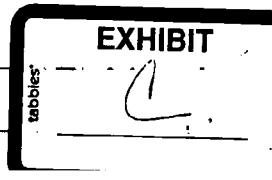
(INDIVIDUAL DEBTOR(S) SIGN BELOW)


Name James E. Shomo, Owner


Name Sandra J. Shomo

(CORPORATION OR PARTNERSHIP DEBTOR(S) SIGN BELOW)

(SEAL)
Name and Title



(SEAL)

PREPAYMENTS: Unless otherwise agreed to in writing by Debtor, this Note may be prepaid in whole or in part, at any time without penalty. However, if the Principal of this Note is repayable in installments, any such prepayments shall be applied first to accrued interest to the date of prepayment and then on account of the last remaining unpaid Principal payment to become due, and the number of installments due hereunder shall be correspondingly reduced. No such prepayments shall reduce the amounts of the scheduled installments nor relieve Debtor from paying a scheduled installment on each installment payment date until all Principal due together with accrued interest thereon has been paid in full.

DISBURSEMENT OF PROCEEDS: Each Debtor hereby represents and warrants to Lender that the Principal of this Note will be used solely for business or commercial purposes and agrees that any disbursement of the Principal of this Note, or any portion thereof, to any one or more Debtors, shall conclusively be deemed to constitute disbursement of such Principal to and for the benefit of all Debtors.

RIGHT TO COMPLETE NOTE: Lender may at any time and from time to time, without notice to any Obligor: (1) date this Note as of the date when the loan evidenced hereby was made; (2) complete any blank spaces according to the terms upon which Lender has granted such loan; and (3) cause the signature of one or more persons to be added as additional Debtors without in any way affecting or limiting the liability of the existing Obligors to Lender.

MISCELLANEOUS: Debtor hereby waives protest, notice of protest, presentment, dishonor, notice of dishonor and demand. Debtor hereby waives and releases all errors, defects and imperfections in any proceeding

instituted by Lender under the terms of this Note. Debtor agrees to reimburse Lender for all costs, including court costs and reasonable attorney's fees of 15% (but in no event less than \$1,000) of the total amount due hereunder, incurred by Lender in connection with the collection and enforcement hereof. If this Note bears interest at a rate based on the reference rate designated by Lender or others from time to time as the Prime Rate, Base Rate, or otherwise, or the Discount Rate in effect from time to time as set by the Federal Reserve Bank in whose district the Lender is located, changes in the rate of interest hereon shall become effective on the days on which such reference rate changes or that Federal Reserve Bank announces changes in its Discount Rate, as applicable. The rights and privileges of Lender under this Note shall inure to the benefit of its successors and assigns. All representations, warranties and agreements of Obligor made in connection with this Note shall bind Obligor's personal representatives, heirs, successors and assigns. If any provision of this Note shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Note shall be construed as if such invalid or unenforceable provision had never been contained herein. The waiver of any Event of Default or the failure of Lender to exercise any right or remedy to which it may be entitled shall not be deemed a waiver of any subsequent Event of Default or of Lender's right to exercise that or any other right or remedy to which Lender is entitled. This Note has been delivered to and accepted by Lender in and shall be governed by the laws of the Commonwealth of Pennsylvania, unless Federal law otherwise applies. The parties agree to the jurisdiction of the federal and state courts located in Pennsylvania in connection with any matter arising hereunder, including the collection and enforcement hereof.

HOMEOWNER'S NAME(S):	<u>Sandra J. Shomo</u> <u>James E. Shomo</u>
MAILING ADDRESS:	<u>RR 1, Box 246</u> <u>Coalport, PA 16627-9730</u>
LOAN ACCT. NO.:	<u>30412146</u>
ORIGINAL LENDER:	<u>Clearfield Bank & Trust Company</u>
CURRENT LENDER/SERVICER:	<u>Clearfield Bank & Trust Company</u>
DATE:	<u>September 21, 2001</u>

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

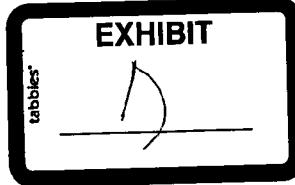
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.

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.



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.

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: Commercial Property - RD 1 Box 600 Coalport - Rainbow Inn
Residence - RR 1 Box 246, Coalport

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:
July, August & September @ \$985.01 = \$2,995.03

Other charges (explain/itemize): Late Charges of \$147.75

TOTAL AMOUNT PAST DUE: \$3,102.78

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 \$ 3,102.78, 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:

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

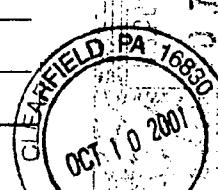
Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX (724) 465-5118

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

CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
Article Sent To:	
Sandra J Shomo	
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) Sandra J Shomo Street, Apt. No., or PO Box No. RR 1 Box 246 City, State, ZIP Code Coal Port PA 16637-9730	
PS Form 3800, July 1999. See Reverse for Instructions.	

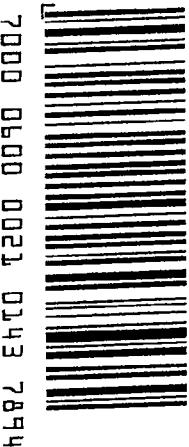
U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
Article Sent To:	
James E Shomo	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Name (Please Print Clearly) (to be completed by mailer)	
James E Shomo	
Street, Apt. No., or P.O. Box No.	
R.R. 1 Box 246	
City, State, ZIP+4	
Coalport PA 16627-9730	
PS Form 3800, July 1999	
See Reverse for Instructions	

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From: CLEARFIELD BANK & TRUST COMPANY 11 NORTH SECOND STREET P. O. BOX 171 CLEARFIELD, PA 16830		
One piece of ordinary mail addressed to: Sandra J. Shomo RR 1 Box 246 Coalport PA 16627-9730		
		

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
<p>Received From: CLEARFIELD BANK & TRUST COMPANY <hr/> 11 NORTH SECOND STREET <hr/> P. O. BOX 171 <hr/> CLEARFIELD, PA 16830 </p>			
<p>One piece of ordinary mail addressed to:</p> <p><i>James E Shomo</i> <i>RR 1 Box 246</i> <i>Coalport PA 16627-9730</i></p>			
			

CERTIFIED MAIL

304/12/146

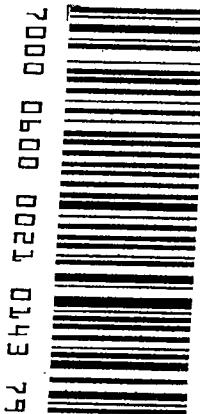
RETURN SERVICE
REQUESTEDJAMES E. SHOMO
RR 1 BOX 246
COALPORT PA 16627-9730*John*
Unclaimed

Permit #
10/10061
of
Certificate of
Mailing
16627-9730

RTS
RETURN TO SENDER

INSUFFICIENT ADDRESS
 ATTEMPTED NOT KNOWN
 NO SUCH NUMBER/ STREET
 NOT DELIVERABLE AS ADDRESSED
 UNABLE TO FORWARD

A
 C
 S

RETURN SERVICE
REQUESTED**CERTIFIED MAIL**

304/12/146

SANDRA J. SHOMO
RR 1 BOX 246
COALPORT PA 16627-9730**RTS**

INSUFFICIENT ADDRESS
 ATTEMPTED NOT KNOWN
 NO SUCH NUMBER/ STREET
 NOT DELIVERABLE AS ADDRESSED
 UNABLE TO FORWARD

A
 C
 S

Unclaimed

10/10061

*Permit #
10/10061
of
Certificate of
Mailing*

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: 1/15/01

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11776

CLEARFIELD BANK & TRUST COMPANY

01-1893-CD

VS.

SHOMO, JAMES E. & SANDRA J.

COMPLAINT

SHERIFF RETURNS

NOW, NOVEMBER 30, 2001 AT 1:41 P.M. EST SERVED THE WITHIN COMPLAINT ON JAMES E. SHOMO, DEFENDANT AT EMPLOYMENT, RR#1 BOX 600, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES SHOMO A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: NEVLING

NOW, NOVEMBER 30, 2001 AT 1:41 P.M. EST SERVED THE WITHIN COMPLAINT ON SANDRA J. SHOMO, DEFENDANT AT EMPLOYMENT, RR#1 BOX 600, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SANDRA SHOMO A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING

Return Costs

Cost	Description
60.74	SHERIFF HAWKINS, PAID BY : ATTY.
20.00	SURCHARGE, PAID BY : ATTY.

FILED

JAN 11 2002
012.42 pm
William A. Shaw
Prothonotary

Sworn to Before Me This

11th Day Of January 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
Chester A. Hawkins
Sheriff

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs.

JAMES E. SHOMO and SANDRA J.
SHOMO, husband and wife,

FILED
Defendants

JAN 16 2002

William A. Shaw
Prothonotary

No. 2001-1893-CD

Type of Pleading: PRAECIPE FOR
ENTRY OF DEFAULT JUDGMENT

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893

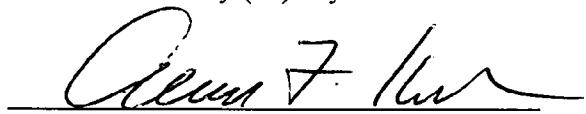
1375 Martin Street, Suite 204
State College, PA 16803
(814) 234.2048

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO PROTHONOTARY:

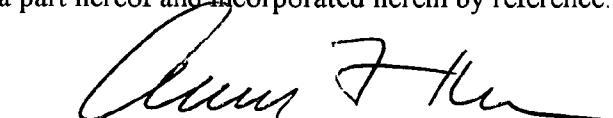
Please enter Default Judgment in the amount of **ONE HUNDRED SIX THOUSAND
FOUR HUNDRED FIFTY-FIVE AND 73/100 (\$106,455.73) DOLLARS** together with
interest and costs of this suit on the above captioned Defendants due to the Defendants failure to
enter an appearance or file an Answer within the allotted twenty (20) day limit.

Date: January 15, 2002



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 both Defendants on
January 3, 2002 at least ten (10) days prior to the filing of the within Praecipe. Copies of the
aforesaid Notices are attached hereto, made a part hereof and incorporated herein by reference.



Alan F. Kirk, Esquire
Attorney for Plaintiff

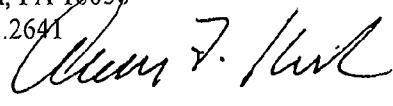
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No. 2001-1893-CD
COMPANY, :
Plaintiff :
vs. : Type of Pleading: 10 DAY NOTICE
: :
JAMES E. SHOMO and SANDRA J. : Filed on Behalf of: Plaintiff
SHOMO, husband and wife, :
Defendants :
: Counsel of Record for this Party:
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: :
: 1375 Martin Street, Suite 204
: State College, PA 16803
: (814) 234.2048

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:

PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
Clearfield, PA 16830
(814) 765.2641



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


James E. Shomo -Certified Mail #7099 3400 0012 4551 7834, RRR
Sandra J. Shomo -Certified Mail #7099 3400 0012 4551 7827, RRR

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

No. 2001-1893-CD

vs.

JAMES E. SHOMO and SANDRA J.
SHOMO, husband and wife,

Defendants

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893

1375 Martin Street, Suite 204
State College, PA 16803
(814) 234.2048

IMPORTANT NOTICE

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PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
Clearfield, PA 16830
(814) 765.2641

Date: *Jan 02 05*

Alan F. Kirk

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

James E. Shomo -Certified Mail #7099 3400 0012 4551 7834, RRR
Sandra J. Shomo -Certified Mail #7099 3400 0012 4551 7827, RRR

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

Article Sent 108
7827

Postage	\$.34
Certified Fee	\$.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.94

Name (Please Print Clearly) to be completed by mailer
Ms. Sandra J. Shomo
Street, Apt. No. or PO Box No.
CR 1, Box 946
City, State ZIP-4
Coalport, PA 16627

Postmark
Here
3
2002
USPS

See Reverse for Instructions
USPS Form 3806 (July 1991)

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

Article Sent 108
7834

Postage	\$.34
Certified Fee	\$.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.94

Name (Please Print Clearly) to be completed by mailer
Mr. James E. Shomo
Street, Apt. No. or PO Box No.
CR 1, Box 946
City, State ZIP-4
Coalport, PA 16627

Postmark
Here
3
2002
USPS

See Reverse for Instructions
USPS Form 3806 (July 1991)

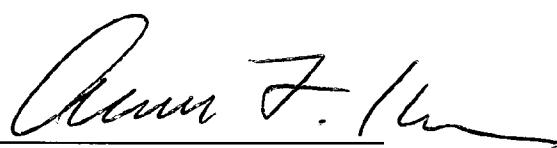
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No. 2001-1893-CD
COMPANY, :
Plaintiff :
vs. : Type of Pleading: PRAECIPE FOR ENTRY
JAMES E. SHOMO and SANDRA J. : OF DEFAULT JUDGMENT
SHOMO, husband and wife, :
Filed on Behalf of: Plaintiff
Defendants :
Counsel of Record for this Party:
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
1375 Martin Street, Suite 204
State College, PA 16803
(814) 234.2048

TO PROTHONOTARY:

Please Enter Judgment against the above-named Defendants pursuant to the enclosed
Certificate of Judgment of Clearfield County Docket No. 2001-1893-CD in the principal amount
of **\$106,455.73** together with interest and costs of suit.

By:



Alan F. Kirk, Esquire
1375 Martin Street, Suite 204
State College, PA 16803
Telephone: 814.234.2048

Date: January 15, 2002

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

CLEARFIELD BANK AND TRUST : No. 2001-1893-CD
COMPANY, :
Plaintiff :
vs. : Type of Pleading: PRAECIPE FOR
JAMES E. SHOMO and SANDRA J. : ENTRY OF DEFAULT JUDGMENT
SHOMO, husband and wife, :
Filed on Behalf of: Plaintiff
Defendants :
Counsel of Record for this Party:
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
1375 Martin Street, Suite 204
State College, PA 16803
(814) 234.2048

TO: **SANDRA J. SHOMO**

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$ 106,455.73 on Jan. 16, 2002.

, Prothonotary

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs.

JAMES E. SHOMO and SANDRA J.
SHOMO, husband and wife,

Defendants

No. 2001-1893-CD

Type of Pleading: PRAECIPE FOR
ENTRY OF DEFAULT JUDGMENT

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893

1375 Martin Street, Suite 204
State College, PA 16803
(814) 234.2048

TO: JAMES E. SHOMO

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$ 106,455.73 on Jan. 16, 2002.

, Prothonotary

FILED Atty pd. \$20.00
10/3:47 PM 1CC & Notice to each Dft.
JAN 16 2002
Statement to Atty
William A. Shaw
Prothonotary
WA

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

Clearfield Bank and Trust Company
Plaintiff(s)

COPY

No.: 2001-01893-CD

Real Debt: \$106,455.73

Atty's Comm:

Vs. Costs: \$

Int. From:

James E. Shomo
Sandra J. Shomo
Defendant(s)

Entry: \$20.00
Instrument: Default Judgment

Date of Entry: January 16, 2002

Expires: January 16, 2007

Certified from the record this 16th day of January, 2002.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

CLEARFIELD BANK AND TRUST : No. 2001-1893-CD
COMPANY, :
Plaintiff :
vs. : Type of Pleading: WRIT OF
JAMES E. SHOMO and SANDRA J. : EXECUTION
SHOMO, husband and wife, : Filed on Behalf of: Plaintiff
Defendants :
: Counsel of Record for this Party:
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 1375 Martin Street, Suite 204
: State College, PA 16803
: (814) 234.2048

PRAECIPE FOR WRIT OF EXECUTION

FILED

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

FEB 14 2002

Issue writ of execution in the above matter,

William A. Shaw
Prothonotary

Amount due: **\$106,455.73**

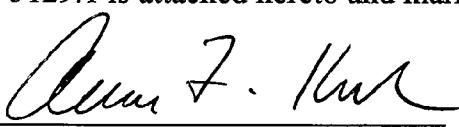
Plus continuing interest on the principal balance from **January 16, 2002**, plus costs.

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".

Date: 0-07-02



Alan F. Kirk, Esquire
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 2001-1893-CD
Plaintiff	:	
vs.	:	Type of Pleading: WRIT OF EXECUTION
JAMES E. SHOMO and SANDRA J. SHOMO, husband and wife,	:	Filed on Behalf of: Plaintiff
Defendants	:	
	:	Counsel of Record for this Party: ALAN F. KIRK, ESQUIRE Supreme Court # 36893
	:	1375 Martin Street, Suite 204 State College, PA 16803 (814) 234.2048

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

Issue writ of execution in the above matter,

Amount due: **\$106,455.73**

Plus continuing interest on the principal balance from **January 16, 2002**, 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
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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".

Date: 07-02

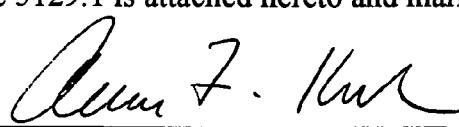

Alan F. Kirk, Esquire
Attorney for Plaintiff

EXHIBIT "A":

ALL those two (2) certain pieces or parcels of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

NO. 1: BEGINNING at a stake on the right-of-way of the old Township Road leading from Flinton to Coalport at a corner of land now or formerly of John Palmer; then along the line of land now or formerly of John Palmer South eighty-five (85°) degrees West a distance of fifty-four and twenty-two hundredths (54.22) feet to a point on the East side of the right-of-way of Pennsylvania State Highway Route No. 53; then crossing Pennsylvania State Highway Route No. 53 to the West side of the same South eighty-five (85°) degrees West for fifty-five (55) feet; then continuing along line of land now or formerly of John Palmer South eighty-five (85°) degrees West a distance of sixty-two and thirty eight hundredths (62.38) feet to a stake and corner of Parcel No. 2 hereinafter described; then along line of said Parcel No. 2 South ten (10°) degrees East a distance of one hundred seventy-eight (178) feet to a stake on line of land now or formerly of Hegarty Heirs; then along line of land now or formerly of Hegarty Heirs North eighty-three (83°) degrees East a distance of twenty and eight-tenths (20.8) feet to the West side of State Highway Route No. 53; then crossing the East side by the same North eighty-three (83°) degrees East fifty-five (55) feet; then along line of land now or formerly of Harry P. Boone North eighty-three degrees East a distance one hundred nine (109) feet to a stake and corner on the right-of-way of the old Township Road leading from Flinton to Coalport; then along the right-of-way of said Old Township Road North fifteen (15°) degrees West a distance of one hundred seventy-four and five-tenths (174.5) feet to a stake and corner, the place of beginning. Being Parcel No. 1 on the map of survey of G. A. Heil dated December 10, 1956.

NO. 2: BEGINNING at a stake on line of land now or formerly of John Palmer at corner of Parcel No. 1 hereinbefore described; then along said land now or formerly of John Palmer South eighty-five (85°) degrees West a distance eighty-seven (87) feet to a stake on line of land now or formerly of Blake Campbell; then along line of said land now or formerly of Blake Campbell South ten (10°) degrees East a distance of one hundred eighty-one (181) feet to a stake and corner of line of land now or formerly of Hegarty Heirs; then along the line of said land now or formerly of Hegarty Heirs North eighty-three (83°) degrees East a distance of eighty-seven (87) feet to a stake and corner of Parcel No. 1 hereinbefore described; then along the line of said Parcel No. 1 North ten (10°) degrees West a distance of one hundred seventy-eight (178) feet to a stake and corner, the place of beginning. Being Parcel No. 2 on map of survey of G. A. Heil dated December 10, 1956.

All that certain piece or parcel of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the westerly line of an access road and on the line of lands now or formerly of Younkin; thence along the line of said Younkin lands South $70^{\circ} 25'$ West 342.90 feet to an iron pin on line of lands now or formerly of Noel; thence along the line of said Noel lands South $10^{\circ} 26'$ East 447.77 feet to an existing iron pin on line of lands now or formerly of Gill; thence along the line of said Gill lands South $82^{\circ} 12'$ East 351.54 feet to an existing iron pin on line of lands now or formerly of Beers; thence along the line of said Beers lands and through an iron pin North 10° West 612.22 feet to an iron pin, the place of beginning. Containing 4.092 acres.

FILED

14 2002

1/3.50 each
William A. Shaw Kent Rd £20.00
Pretheatre

6 weeks Show

10

COPY

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

Clearfield Bank and Trust Company,

Vs.

NO.: 2001-01893-CD

James E. Shomo ,
Sandra J. Shomo ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK AND TRUST COMPANY, , Plaintiff(s) from JAMES E. SHOMO , SANDRA J. SHOMO , , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Descriptions
- (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: \$106,455.73

PAID: \$200.74

INTEREST: \$ on the principal balance from January 16, 2002 SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 02/14/2002

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, Esquire
1375 Martin Street, Suite 204
State College, PA 16803

Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12128

CLEARFIELD BANK AND TRUST COMPANY

01-1893-CD

VS.

SHOMO, JAMES E.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MARCH 22, 2002, AT 1:20 PM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, MAY 3, 2002, AT 10:00 AM O'CLOCK.

NOW, MARCH 22, 2002, AT 1:20 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON JAMES E. SHOMO, DEFENDANT, AT HIS PLACE OF RESIDENCE/EMPLOYMENT, RR #1, BOX 246, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, 16627, BY HANDING TO JAMES E. SHOMO, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, MARCH 22, 2002, AT 1:20 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON JAMES E. SHOMO, HUSBAND OF SANDRA J. SHOMO, DEFENDANT, AT HIS PLACE OF RESIDENCE, RR #1, BOX 24, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, 16627, BY HANDING TO JAMES E. SHOMO, HUSBAND OF SANDRA J. SHOMO, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, MAY 3, 2002, RECEIVED A FAX FROM LORI KURTZ OF CLEARFIELD BANK AND TRUST COMPANY, THAT SALE IS TO BE POSTPONED FOR THIRTY (30) DAYS.

IT WAS ANNOUNCED THAT SALE IS CONTINUED TO JUNE 7, 2002, AT 10:00AM.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12128

CLEARFIELD BANK AND TRUST COMPANY

01-1893-CD

VS.

SHOMO, JAMES E.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

**NOW, MAY 13, 2002, PER LORI KURTZ OF CLEARFIELD BANK AND TRUST COMPANY
DEFENDANTS PAID ELEVEN THOUSAND THREE HUNDRED TWENTY-SEVEN DOLLARS
AND SIXTY-ONE CENTS (\$11,327.61) TO STOP SALE.**

NOW, MAY 16, 2002, BILLED PLAINTIFF FOR ADDITIONAN COSTS DUE.

**NOW, JUNE 6, 2002, RECEIVED PLAINTIFF CHECK 41626, IN THE AMOUNT OF
THREE HUNDRED TWENTY-FIVE DOLLARS AND FORTY-SEVEN CENTS DUE
FOR COSTS.**

**NOW, JUNE 10, 2002, RETURN WRIT AS NO SALE HELD AD DEFENDANTS PAID
CURRENT. PAID COSTS FROM ADVANCE WITH THE PLAINTIFF PAYING REMAINING
COSTS.**

SHERIFF HAWKINS \$427.03

SURCHARGE \$ 40.00

PAID BY PLAINTIFF

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12128

CLEARFIELD BANK AND TRUST COMPANY

01-1893-CD

VS.

SHOMO, JAMES E.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

12th Day Of June 2002
William A. Shaw

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

So Answers,

Chester Hawkins
By Margaret H. Pitt
Chester A. Hawkins
Sheriff

FILED

JUN 12 2002
01974
William A. Shaw
Prothonotary

Shaw

**CLEARFIELD BANK
& TRUST CO**

CLEARFIELD BANK & TRUST
CO

Phone:
FAX:
email:

Memorandum

*To: Sheriff's Office
From: Lori Kurtz
cc: CLEARFIELD BANK & TRUST CO
Date: Friday, May 3, 2002
Subject: Shomo Sale*

Please postpone the Sheriff sale scheduled for this morning at 10:00, on the
above property for 30 days.

Thank You!

COPY

5-13-02 Lori Kurtz \$11,327.61 to stay sale



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

EXPENSE CHECK

60-629
313

41626

DATE

6/05/02

ACCOUNT NUMBER

P
AY
TO
THE
ORDER OF

SHERIFF OF CLEARFIELD COUNTY
MARKET STREET
CLEARFIELD PA 16830

AMOUNT
\$325.47

Richard W. Oden

AUTHORIZED SIGNATURE

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

41626 10313062941 1 9 00000 110

Clearfield Bank & Trust Company
Expense Check

LEDGER COPY

41626

6/05/02 SHERIFF OF CLEARFIELD COUNTY

INVOICE NO.

INVOICE DATE

AMOUNT PAID

05/17/2002

5/17/02

325.47

Shomo

325.47

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 the date, time and place of sale at the Court House in Clearfield on the _____ day of _____ 2002, I expose 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	18.20
LEVY	15.00
MILEAGE	18.20
POSTING	15.00
CSDS	10.00
COMMISSION 2%	226.55
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 + 5.00
BILLING - PHONE - FAX	

TOTAL SHERIFF COSTS

\$ 427.03

DEED COSTS:

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

TOTAL DEED COSTS

\$

DEBT & INTEREST:

DEBT-AMOUNT DUE		\$106,455.73
INTEREST FROM 1-16-02 TO SALE DATE		
TO BE ADDED		

TOTAL DEBT & INTEREST

\$

ATTORNEY FEES	\$
PROTH. SATISFACTION	\$
ADVERTISING	\$
LATE CHARGES & FEES	\$ 494.70
TAXES-Collector	\$
TAXES-Tax Claim	\$
COSTS OF SUIT-To Be Added	\$
LIST OF LIENS AND MORTGAGE SEARCH	\$
FORCLOSURE FEES / ESCROW DEFICIT	\$
ACKNOWLEDGEMENT	\$
DEED COSTS	\$
ATTORNEY COMMISSION	\$
SHERIFF COSTS	\$
LEGAL JOURNAL AD	\$
REFUND OF ADVANCE	\$
REFUND OF SURCHARGE	\$
PROTHONOTARY	\$ 63.00
ESCROW DEFICIENCY	\$

140 .50

427.03

63.00

200.74

TOTAL COSTS

\$ 1,325.47

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

Chester A. Hawkins, Sheriff

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

Clearfield Bank and Trust Company,

Vs.

NO.: 2001-01893-CD

James E. Shomo ,
Sandra J. Shomo ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK AND TRUST COMPANY, , Plaintiff(s) from JAMES E. SHOMO , SANDRA J. SHOMO , , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Descriptions
- (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: \$106,455.73

PAID: \$200.74

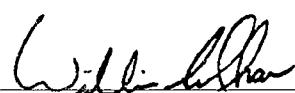
INTEREST: \$ on the principal balance from January 16, 2002 SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 02/14/2002



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 19th day
of February A.D. 2002
At 3:45 A.M./P.M.
Wesley D. Hawkins
Sheriff by Maryann H. Butt

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

EXHIBIT "A":

ALL those two (2) certain pieces or parcels of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

NO. 1: BEGINNING at a stake on the right-of-way of the old Township Road leading from Flinton to Coalport at a corner of land now or formerly of John Palmer; then along the line of land now or formerly of John Palmer South eighty-five (85⁰) degrees West a distance of fifty-four and twenty-two hundredths (54.22) feet to a point on the East side of the right-of-way of Pennsylvania State Highway Route No. 53; then crossing Pennsylvania State Highway Route No. 53 to the West side of the same South eighty-five (85⁰) degrees West for fifty-five (55) feet; then continuing along line of land now or formerly of John Palmer South eighty-five (85⁰) degrees West a distance of sixty-two and thirty eighty hundredths (62.38) feet to a stake and corner of Parcel No. 2 hereinafter described; then along line of said Parcel No. 2 South ten (10⁰) degrees East a distance of one hundred seventy-eight (178) feet to a stake on line of land now or formerly of Hegarty Heirs; then along line of land now or formerly of Hegarty Heirs North eighty-three (83⁰) degrees East a distance of twenty and eight-tenths (20.8) feet to the West side of State Highway Route No. 53; then crossing the East side by the same North eighty-three (83⁰) degrees East fifty-five (55) feet; then along line of land now or formerly of Harry P. Boone North eighty-three degrees East a distance one hundred nine (109) feet to a stake and corner on the right-of-way of the old Township Road leading from Flinton to Coalport; then along the right-of-way of said Old Township Road North fifteen (15⁰) degrees West a distance of one hundred seventy-four and five-tenths (174.5) feet to a stake and corner, the place of beginning. Being Parcel No. 1 on the map of survey of G. A. Heil dated December 10, 1956.

NO. 2: BEGINNING at a stake on line of land now or formerly of John Palmer at corner of Parcel No. 1 hereinbefore described; then along said land now or formerly of John Palmer South eighty-five (85⁰) degrees West a distance eighty-seven (87) feet to a stake on line of land now or formerly of Blake Campbell; then along line of said land now or formerly of Blake Campbell South ten (10⁰) degrees East a distance of one hundred eighty-one (181) feet to a stake and corner of line of land now or formerly of Hegarty Heirs; then along the line of said land now or formerly of Hegarty Heirs North eighty-three (83⁰) degrees East a distance of eighty-seven (87) feet to a stake and corner of Parcel No. 1 hereinbefore described; then along the line of said Parcel No. 1 North ten (10⁰) degrees West a distance of one hundred seventy-eight (178) feet to a stake and corner, the place of beginning. Being Parcel No. 2 on map of survey of G. A. Heil dated December 10, 1956.

- All that certain piece or parcel of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the westerly line of an access road and on the line of lands now or formerly of Younkin; thence along the line of said Younkin lands South $70^{\circ} 25'$ West 342.90 feet to an iron pin on line of lands now or formerly of Noel; thence along the line of said Noel lands South $10^{\circ} 26'$ East 447.77 feet to an existing iron pin on line of lands now or formerly of Gill; thence along the line of said Gill lands South $82^{\circ} 12'$ East 351.54 feet to an existing iron pin on line of lands now or formerly of Beers; thence along the line of said Beers lands and through an iron pin North 10° West 612.22 feet to an iron pin, the place of beginning. Containing 4.092 acres.

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

CLEARFIELD BANK AND TRUST : No. 01-1893-CD
COMPANY, :
Plaintiff :
vs. : Type of Pleading: PRAECIPE
: Filed on Behalf of: Plaintiff
JAMES E. SHOMO and :
SANDRA J. SHOMO, husband and :
wife, :
Defendants :
: Counsel of Record for this Party:
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 1375 Martin Street, Suite 204
: State College, PA 16803
: (814) 234.2048

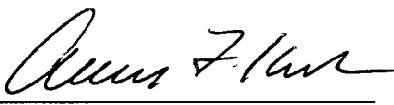
PRAECIPE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please mark the above-captioned matter settled, discontinued and satisfied.

Respectfully submitted,

Date: **July 22, 2004**



Alan F. Kirk, Esquire
Attorney for the Plaintiff
1375 Martin Street, Suite 204
State College, PA 16803
ID#36893
Phone: 814.234.2048
Fax: 814.234.4166

FILED 

AUG 11 2004

William A. Shaw
Prothonotary/Clerk of Courts

*Discord - TD Harry L
4/12*

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Clearfield Bank and Trust Company

Vs. No. 2001-01893-CD
James E. Shomo
Sandra J. Shomo

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on August 11, 2004, marked:

Settled, Discontinued and Satisfied

Record costs in the sum of \$\$674.77 have been paid in full by Atty. Kirk.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 11th day of August A.D. 2004.

William A. Shaw, Prothonotary