

01-1895-CD  
BANKERS TRUST COMPANY OF -vs- BETTY KNEPP et al  
CALIFORNIA, N.A.

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
Identification Number 16496  
First Union Building  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorney for Plaintiff

Bankers Trust Company of : Clearfield County  
California, N.A. as Custodian or : Court of Common Pleas  
Trustee :  
10790 Rancho Bernardo Road :  
San Diego, CA 92127 :

v. :

Betty Knepp :  
Corner of Knepp & Smeal Streets :  
Bigler, PA 16825 :  
and :  
Brian Knepp :  
Corner of Knepp & Smeal Streets : Number  
Bigler, PA 16825 :

2001-1895-CD

CIVIL ACTION/MORTGAGE FORECLOSURE

**NOTICE**

**AVISO**

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.

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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 HELP.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Raymond L. Billotte, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641, Ext. 51

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Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641, Ext. 51

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0/9:35/uy PO  
William A. Shaw 80- BY ATTY  
Prothonotary  
2 CERT to SHFF  
1 CERT to ATT

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
Identification Number 16496  
First Union Building  
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Philadelphia, Pennsylvania 19109  
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Attorney for Plaintiff

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California, N.A. as Custodian or	:	Court of Common Pleas
Trustee	:	
10790 Rancho Bernardo Road	:	
San Diego, CA 92127	:	
	:	
v.	:	
	:	
Betty Knepp	:	
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Bigler, PA 16825	:	
and	:	
Brian Knepp	:	
Corner of Knepp & Smeal Streets	:	Number
Bigler, PA 16825	:	

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Bankers Trust Company of California, N.A. as Custodian or Trustee, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Betty Knepp, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is Corner of Knepp & Smeal Streets, Bigler, PA 16825.

3. The Defendant is Brian Knepp, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is Corner of Knepp & Smeal

Streets, Bigler, PA 16825.

4. On 6/9/99, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Advanta National Bank which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #199910548.

5. On 9/8/99, the aforesaid mortgage was thereafter assigned by Advanta National Bank to Bankers Trust Company of California, N.A. as Custodian or Trustee, Plaintiff herein, by Assignment of Mortgage recorded in the Office of the Recorder of Clearfield County in Assignment of Mortgage Book Instrument #199914990.

6. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as Corner of Knepp & Smeal Streets, Bigler, PA 16825.

7. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 5/15/01 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

8. The following amounts are due on the mortgage:

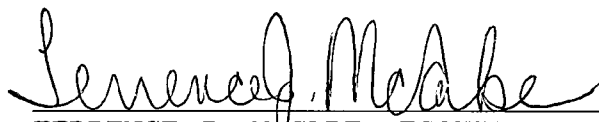
Principal Balance	\$24,887.51
Interest 4/15/01 through 11/15/01 (Plus \$8.47 per diem thereafter)	\$ 1,812.58
Attorney's Fee	\$ 1,500.00
Late Charges	\$ 219.26

NSF	\$ 40.00
Escrow Advance	\$ 263.76
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$29,273.11

9. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

10. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by regular and certified mail.

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$29,273.11, together with interest at the rate of \$8.47 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

  
TERRENCE J. MCCABE, ESQUIRE  
Attorney for Plaintiff

VERIFICATION

The undersigned, Teri Renteria, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Bankers Trust Company of California, N.A. as liquidator of Trust \_\_\_\_\_, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Teri Renteria

## WHEN RECORDED, MAIL TO:

Advanta National Bank  
10790 Rancho Bernardo Road  
San Diego, CA 92127

ATTN: DOCUMENT CONTROL

Parcel Number: 106-N09-593-6

KAREN L. STARC  
REGISTER AND RECORDER  
LENFIELD COUNTY, PA  
Pennsylvania

INSTRUMENT NUMBER  
199910548  
RECORDED ON  
Jun 25, 1999  
10:21:04 AM

RECORDING FEES - \$19.00  
ORDER  
COUNTY IMPROVEMENT \$1.00  
LAND  
BORROWER  
IMPROVEMENT FUND \$1.00  
TAKE WAIT TAX \$0.50  
JUL \$21.50

*Edwin J.*

*Prepared by  
Andrianna Howell*

(Space Above This Line For Recording Data)

## MORTGAGE

1247950-7/103

THIS MORTGAGE ("Security Instrument") is given on  
BETTY KNEPP AND BRIAN KNEPP *Married*

June 9, 1999

The mortgagor is

("Borrower"). This Security Instrument is given to

Advanta National Bank

which is organized and existing under the laws of UNITED STATES OF AMERICA  
address is C/O 10790 Rancho Bernardo Road, San Diego, CA 92127

and whose

("Lender"). Borrower owes Lender the principal sum of

TWENTY FIVE THOUSAND FIVE HUNDRED &amp; 00/100

Dollars (U.S. \$ 25,500.00 ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 15, 2019. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

Clearfield County, Pennsylvania:

All that tract or parcel of land as shown on Schedule "A" attached hereto  
which is incorporated herein and made a part hereof.

106-N09-593-6

which has the address of CORNER OF KNEPP & Smeal Sts., 9200000  
Pennsylvania 15825 (Zip Code) ("Property Address");

BIGLER

(Street, City).

PENNSYLVANIA - Single Family - FNMA/FHLMC  
UNIFORM INSTRUMENT Form 3039 9/00  
-SH(PA) (0410) Amended 12/93  
VMP MORTGAGE FORMS - (800) 821-7201

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KNEPP

TM262778

EXHIBIT "A"

Order Number: 000145757

Re: BETTY KNEPP  
ERIAN KNEPPCORNER OF KNEPP AND SWEAL  
BIGLER, PA 16828  
CLEARFIELD County

## EXHIBIT 'A'

ALL that certain piece or parcel of land situate in the Village of Bigler, Township of Bradford, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the South side of Jury Street and on the West side of Railroad Street, (said Railroad Street being a strip of land dedicated to public use by the Williams Grove Brick Company, as recited in deed to the Beach Creek Railroad Company, dated September 18, 1912, and recorded in Deed Book No. 193 at Page 453); thence along said Railroad Street South one degree and thirty minutes West (S 1 degree 30' W) eighty-seven and five tenths (87.5') feet to a point at the Northeast corner of parcel No. 2; thence along the North line of parcel No. 2 and passing through the center of a well now used as a water supply North eighty-five degrees and thirty minutes West (N 85 degrees 30' W) one hundred forty-seven (147') feet to a point; thence North four degrees and forty-one minutes East (N 4 degrees 41' E) ninety (90') feet to a point on the South side of Jury Street; and thence along Jury Street South eighty-four degrees and forty-three minutes East (S 84 degrees 43' E) one hundred forty-two (142') feet to a point and place of beginning.



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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."

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. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. 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. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

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

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

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

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

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

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

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

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 the payments. If under paragraph 21 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.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** 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 forfeiture or to enforce laws or regulations), then 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 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. 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.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

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

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

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

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

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

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

14. **Notices.** Any 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 or 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 Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

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

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

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

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

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

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

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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

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

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

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

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

[Check applicable box(es)]

- ☐ Adjustable Rate Rider  
☐ Graduated Payment Rider  
☐ Balloon Rider  
☐ VA Rider

- ☐ Condominium Rider  
☐ Planned Unit Development Rider  
☐ Rate Improvement Rider  
☐ Other(s) (specify)

- ☐ 1-4 Family Rider  
☐ Biweekly Payment Rider  
☐ Second Home Rider

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

Witnesses:

*[Signature]*  
 AS TO BOTH

Betty Knepp Knepp (Seal)  
 BETTY KNEPP -Borrower

Brian Knepp (Seal)  
 BRIAN KNEPP -Borrower

\_\_\_\_\_  
 (Seal)  
 -Borrower

\_\_\_\_\_  
 (Seal)  
 -Borrower

**Certificate of Residence**

I, JOHN R. RYAN, ESQUIRE, do hereby certify that the correct address of the within-named Mortgagee is 10790 Rancho Bernardo Road, San Diego, CA 92127

Witness my hand this 9 day of June 1999

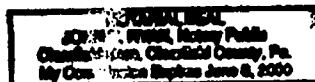
*[Signature]*  
 JOHN R. RYAN, ESQUIRE Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:

On this, the 9 day of June, 1999, before me, the undersigned officer, personally appeared BETTY KNEPP and BRIAN KNEPP

known to me (or satisfactorily proven) to be the person 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.  
 My Commission Expires:



\_\_\_\_\_  
 Title of Officer

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

Sheriff Docket # 11778

BANKERS TRUST COMPANY OF CALIFORNIA

01-1895-CD

VS.

KNEPP, BETTY & BRIAN

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW, NOVEMBER 21, 2001 AT 4:00 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BETTY KNEPP, DEFENDANT AT RESIDENCE, CORNER OF KNEPP & SMEAL STS., BIGLER, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BETTY KNEPP A TRUE AND ATTESED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SESERVED BY: SNYDER/MARSHALL

NOW, NOVEMBER 21, 2001 AT 4:00 PM EST, SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRIAN KNEPP, DEFENDANT AT RESIDENCE, CORNER OF KNEPP & SMEAL STS., BIGLER, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BETTY KNEPP, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: SNYDER/MARSHALL

**Return Costs**

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

**FILED**

JAN 11 2002

012:421pm

William A. Shaw  
Prothonotary

Sworn to Before Me This

11th Day Of January 2002

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

*E*  
*K208*

So Answers,

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

Praeipie for Writ of Execution - Money Judgments.

Bankers Trust Comapny of California, N.A.,  
as Custodian or Trustee

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

v.

Betty Knepp  
Brian Knepp

NO. 2001 1895 CD

Term, 19

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

- (1). directed to the Sheriff of Clearfield County
- (2). against the following property Corner of Knepp and Smeal Street, Bigler, PA 16825  
See attached legal description of defendant(s) and
- (3). against the following property in the hands of (name) n/a garnishee
- (4). and index this writ

(a) against Betty knepp and Brian Knepp

(b) against n/a

, as garnishee,  
as a lis pendens against real property of the defendant(s) in name of garnishee as follows:

Corner of Knepp and Smeal Steet, Bigler, PA 16825

See attached legal description

(Specifically describe property)

(If space insufficient, attach extra sheets)

(5). Amount due

Interest from 1/15/02 to 1/24/02 per diem \$4.89

Costs (to be added)

\$ 29,772.84

\$ 44.01

\$ 169.20

Terrence J. McAlister  
Attorney for Plaintiff(s)

No. 2001 1895 CD

Term, 19

No.

Term, 19

IN THE COURT OF COMMON  
PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

Bankers Trust Company of California

N.A., as Custodian or Trustee

vs.

Betty Knepp

Brian Knepp

Praecipe for Writ of Execution

Terrence J. McCabe, Esquire  
Attorney I.D. No. 16496

RECEIVED WRIT THIS \_\_\_\_\_ DAY

of \_\_\_\_\_ A.D., 19 \_\_\_\_\_

at \_\_\_\_\_ M.

\_\_\_\_\_ She

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT	\$29,772	84
Interest from 1/15/02- 1/24/02 per diem \$4.89	44	01
Prothonotary - - -		
Use Attorney - -		
Use Plaintiff - -		
Attorney's Comm. -		
Satisfaction - - -		
Sheriff - - -		

Terrence J. McCabe  
Attorney for Plaintiff(s)



Praecipe for Writ of Execution - Money Judgments.

Bankers Trust Comapny of California, N.A.,  
as Custodian or Trustee

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

v.  
Betty Knepp  
Brian Knepp

NO. 2001 1895 CD

Term, 19

PRAECIPE FOR WRIT OF EXECUTION

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See attached legal description of defendant(s) an
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- (4). and index this writ

(a) against Betty knepp and Brian Knepp

(b) against n/a defendant(s) and  
as a lis pendens against real property of the defendant(s) in name of garnishee as follows:

Corner of Knepp and Smeal Steet, Bigler, PA 16825

See attached legal description

(Specifically describe property)

(If space insufficient, attach extra sheets)

(5). Amount due

Interest from 1/15/02 to 1/24/02 per diem \$4.89

Costs (to be added)

\$ 29,772.84

\$ 44.01

\$ 169.20

**FILED**

FEB 01 2002

William A. Shaw  
Prothonotary

Terrence J. McElwee  
Attorney for Plaintiff(s)

Dated: 2/1/02

William A. Shaw

Proth'y. No. 63

No. 2001 1895 CD

Term, 19

No.

Term, 19

IN THE COURT OF COMMON  
PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

Bankers Trust Company of California

N.A., as Custodian or Trustee

vs.

Betty Knepp

Brian Knepp

Praeceptum for Writ of Execution

Terrence J. McCabe, Esquire  
Attorney I.D. No. 16496

RECEIVED WRIT THIS \_\_\_\_\_ DAY

of \_\_\_\_\_ A.D., 19\_\_

at \_\_\_\_\_ M.

She

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT	\$29,772	84
Interest from 1/15/02- 1/24/02 per diem \$4.89	44	01
Prothonotary		
Use Attorney	-	-
Use Plaintiff	-	-
Attorney's Comm.		
Satisfaction	-	-
Sheriff	-	-

Terrence J. McCabe  
Attorney for Plaintiff(s)

## LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE VILLAGE OF BIGLER, TOWNSHIP OF BRADFORD, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE SOUTH SIDE OF JURY STREET AND ON THE WEST SIDE OF RAILROAD STREET, (SAID RAILROAD STREET BEING A STRIP OF LAND DEDICATED TO PUBLIC USE BY THE WILLIAMSGROVE BRICK COMPANY, AS RECITED IN DEED TO THE BEECH CREEK RAILROAD COMPANY, DATED SEPTEMBER 18, 1912, AND RECORDED IN DEED BOOK NO. 193 AT PAGE 453); THENCE ALONG SAID RAILROAD STREET SOUTH ONE DEGREE AND THIRTY MINUTES WEST (S 1 DEGREE 30'W) EIGHTY-SEVEN AND FIVE TENTHS (87.5') FEET TO A POINT AT THE NORTHEAST CORNER OF PARCEL NO. 2; THENCE ALONG THE NORTH LINE OF PARCEL NO. 2 AND PASSING THROUGH THE CENTER OF A WELL NOW USED AS A WATER SUPPLY NORTH EIGHTY-FIVE DEGREES AND THIRTY MINUTES WEST (N 85 DEGREES 30'W) ONE HUNDRED FORTY-SEVEN (147') FEET TO A POINT; THENCE NORTH FOUR DEGREES AND FORTY-ONE MINUTES EAST (N 4 DEGREES 41'E) NINETY (90') FEET TO A POINT ON THE SOUTH SIDE OF JURY STREET; AND THENCE ALONG JURY STREET SOUTH EIGHTY-FOUR DEGREES AND FORTY-THREE MINUTES EAST (S 84 DEGREES 43' E) ONE HUNDRED FORTY-TWO (142') FEET TO A POINT AND PLACE OF BEGINNING.

Parcel ID # 106-N09-593-6

Being Known As Corner of Knepp & Smeal Street, Bigler, PA 16825

TITLE TO SAID PREMISES IS VESTED IN BRIAN KNEPP AND BETTY KNEPP, HUSBAND AND WIFE, DEED FROM SARAH JANE KNEPP, DEED DATED JUNE 9, 1999 AND RECORDED JUNE 25, 1999 AT INSTRUMENT #199910547 IN AND FOR THE COUNTY OF CLEARFIELD.

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

Bankers Trust Company of California N.A.,

COPY

Vs.

NO.: 2001-01895-CD

Betty Knepp ,  
Brian Knepp ,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BANKERS TRUST COMPANY OF CALIFORNIA N.A. , Plaintiff(s)  
from BETTY KNEPP , BRIAN KNEPP , , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description
- (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: \$29,772.84  
INTEREST: \$44.01 - from 1/15/02 to 1/24/02  
per diem \$4.89  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 02/01/2002

PAID: \$169.20  
SHERIFF: \$

OTHER COSTS: \$

---

William A. Shaw  
Prothonotary/Clerk Civil Division

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

\_\_\_\_\_  
Sheriff

Requesting Party: Terrence McCabe, Esquire  
123 South Broad Street  
Suite 2080  
Philadelphia, PA 19109

## LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE VILLAGE OF BIGLER, TOWNSHIP OF BRADFORD, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE SOUTH SIDE OF JURY STREET AND ON THE WEST SIDE OF RAILROAD STREET, (SAID RAILROAD STREET BEING A STRIP OF LAND DEDICATED TO PUBLIC USE BY THE WILLIAMSGROVE BRICK COMPANY, AS RECITED IN DEED TO THE BEECH CREEK RAILROAD COMPANY, DATED SEPTEMBER 18, 1912, AND RECORDED IN DEED BOOK NO. 193 AT PAGE 453); THENCE ALONG SAID RAILROAD STREET SOUTH ONE DEGREE AND THIRTY MINUTES WEST (S 1 DEGREE 30'W) EIGHTY-SEVEN AND FIVE TENTHS (87.5') FEET TO A POINT AT THE NORTHEAST CORNER OF PARCEL NO. 2; THENCE ALONG THE NORTH LINE OF PARCEL NO. 2 AND PASSING THROUGH THE CENTER OF A WELL NOW USED AS A WATER SUPPLY NORTH EIGHTY-FIVE DEGREES AND THIRTY MINUTES WEST (N 85 DEGREES 30'W) ONE HUNDRED FORTY-SEVEN (147') FEET TO A POINT; THENCE NORTH FOUR DEGREES AND FORTY-ONE MINUTES EAST (N 4 DEGREES 41'E) NINETY (90') FEET TO A POINT ON THE SOUTH SIDE OF JURY STREET; AND THENCE ALONG JURY STREET SOUTH EIGHTY-FOUR DEGREES AND FORTY-THREE MINUTES EAST (S 84 DEGREES 43' E) ONE HUNDRED FORTY-TWO (142') FEET TO A POINT AND PLACE OF BEGINNING.

Parcel ID # 106-N09-593-6

Being Known As Corner of Knepp & Smeal Street, Bigler, PA 16825

TITLE TO SAID PREMISES IS VESTED IN BRIAN KNEPP AND BETTY KNEPP, HUSBAND AND WIFE, DEED FROM SARAH JANE KNEPP, DEED DATED JUNE 9, 1999 AND RECORDED JUNE 25, 1999 AT INSTRUMENT #199910547 IN AND FOR THE COUNTY OF CLEARFIELD.

FILED

FEB 01 2002

WILLIAM A. SHAW, INC. (C) 1999  
WILLIAM A. SHAW  
PROTHONETARY

PI. 520.00

Q. 6 WIT  
Shaw

OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw  
Prothonotary

To: Betty Knepp  
Corner of Knepp & Smeal Streets  
Bigler, PA 16825

BANKERS TRUST COMPANY OF	:	CLEARFIELD COUNTY
CALIFORNIA, N.A., AS CUSTODIAN	:	COURT OF COMMON PLEAS
OR TRUSTEE	:	
v.	:	
BETTY KNEPP AND BRIAN KNEPP	:	NUMBER 2001 1895 CD

NOTICE

Pursuant to Rule 236, you are hereby notified that a  
JUDGMENT has been entered in the above proceeding as indicated  
below.



William A. Shaw  
Prothonotary

**FILED**

JAN 16 2002

<u>  X  </u>	Judgment by Default
<u>      </u>	Money Judgment
<u>      </u>	Judgment in Replevin
<u>      </u>	Judgment for Possession

William A. Shaw  
Prothonotary

If you have any questions concerning this Judgment, please call  
Terrence J. McCabe, Esquire at (215) 790-1010.

OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw  
Prothonotary

To: Brian Knepp  
Corner of Knepp & Smeal Streets  
Bigler, PA 16825

BANKERS TRUST COMPANY OF	:	CLEARFIELD COUNTY
CALIFORNIA, N.A., AS CUSTODIAN	:	COURT OF COMMON PLEAS
OR TRUSTEE	:	
v.	:	
BETTY KNEPP AND BRIAN KNEPP	:	NUMBER 2001 1895 CD

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William A. Shaw  
Prothonotary

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<u>      </u>	Money Judgment
<u>      </u>	Judgment in Replevin
<u>      </u>	Judgment for Possession

If you have any questions concerning this Judgment, please call  
Terrence J. McCabe, Esquire at (215) 790-1010.



McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
Identification Number 16496  
First Union Building  
123 South Broad Street, Suite 2080  
Philadelphia, PA 19109  
(215) 790-1010

Attorney for Plaintiff

---

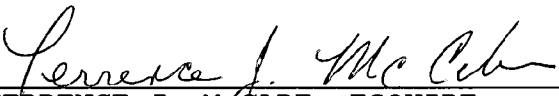
BANKERS TRUST COMPANY OF	:	CLEARFIELD COUNTY
CALIFORNIA, N.A., AS CUSTODIAN	:	COURT OF COMMON PLEAS
OR TRUSTEE	:	
v.	:	
BETTY KNEPP AND BRIAN KNEPP	:	NUMBER 2001 1895 CD

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

Kindly enter judgment by default in favor of Plaintiff and against Defendant in the above-captioned matter for failure to answer Complaint as required by Pennsylvania Rules of Civil Procedure and assess damages as follows:

Principal	\$29,273.11
Interest from 11/16/01-1/14/02	\$ 499.73
TOTAL	\$29,772.84

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

AND NOW, this 16th day of January, 2002,  
Judgment is entered in favor of Plaintiff, Bankers Trust Company of California, N.A., as Custodian or Trustee, and against Defendants, Betty Knepp and Brian Knepp, and damages are assessed in the amount of \$29,772.84, plus interest and costs.

BY THE PROTHONOTARY:



McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
Identification Number 16496  
First Union Building  
123 South Broad Street, Suite 2080  
Philadelphia, PA 19109  
(215) 790-1010

Attorney for Plaintiff

BANKERS TRUST COMPANY OF : CLEARFIELD COUNTY  
CALIFORNIA, N.A., AS CUSTODIAN : COURT OF COMMON PLEAS  
OR TRUSTEE :  
v. :  
BETTY KNEPP AND BRIAN KNEPP : NUMBER 2001 1895 CD

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:  
SS.  
COUNTY OF PHILADELPHIA :

The undersigned, being duly sworn according to law, deposes and says that the Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendants, Betty Knepp and Brian Knepp, are over eighteen (18) years of age and resides at Corner of Knepp and Smeal Streets, Bigler, PA 16825.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 14th DAY

OF January 2002.

*Michelle A. Holack*

Notary Public  
MICHELLE A. HOLACK, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires March 28, 2005

*Terrence J. McCabe*  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
Identification Number 16496  
First Union Building  
123 South Broad Street, Suite 2080  
Philadelphia, PA 19109  
(215) 790-1010

Attorney for Plaintiff

BANKERS TRUST COMPANY OF	:	CLEARFIELD COUNTY
CALIFORNIA, N.A., AS CUSTODIAN	:	COURT OF COMMON PLEAS
OR TRUSTEE	:	
V.	:	
BETTY KNEPP AND BRIAN KNEPP	:	NUMBER 2001 1895 CD

CERTIFICATION

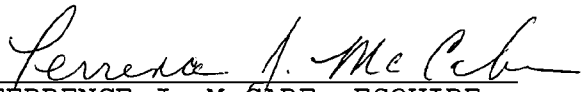
Terrence J. McCabe, attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendant that judgment would be entered against him/her within ten (10) days from the date of said letter in accordance with Rule 237.5 of the Pennsylvania Rules of Civil Procedure. A copy of said letter is attached hereto and marked as Exhibit "A".

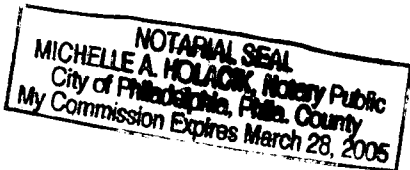
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 14<sup>th</sup> DAY

OF January, 2002.

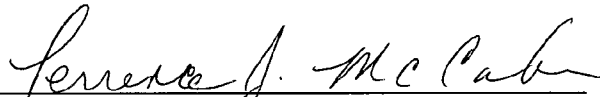
NOTARY PUBLIC

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff



**VERIFICATION**

The undersigned, TERRENCE J. McCABE, ESQUIRE, hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. Section 4909 relating to unsworn falsification to authorities.

  
TERRENCE J. McCABE, ESQUIRE

**OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
CLEARFIELD COUNTY COURTHOUSE, CLEARFIELD, PA 16830**

**William A. Shaw  
Prothonotary**

December 31, 2001

To: Betty Knepp  
Corner of Knepp and Smeal Streets  
Bigler, PA 16825

Bankers Trust Company of	:	Clearfield County
California, N.A., As	:	Court of Common Pleas
Custodian or Trustee	:	
v.	:	
Betty Knepp	:	
and	:	Number 2001-1895-CD
Brian Knepp	:	

**NOTICE, RULE 237.5**

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

**IMPORTANT NOTICE**

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the Court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

Raymond L. Billotte, Court Administrator  
Clearfield County Courthouse  
Clearfield, Pa 16830  
(814) 765-2641, Ext. 51

**NOTIFICACION IMPORTANTE**

Usted se encuentra en estado de rebeldia por no haber presentado una comparecencia escrita, ya sea personalmente o por abogado y por no haber radicado por escrito con este Tribunal sus defensas u objeciones a los reclamos formulados en contra suyo. Al no tomar la accion debida dentro de diez (10) dias de la fecha de esta notificacion, el Tribunal podra, sin necesidad de comparecer usted en corte u oir prueba alguna, dictar sentencia en su contra y usted podria perder bienes u otros derechos importantes. Debe llevar esta notificacion a un abogado inmediatamente. Si usted no tiene abogado, o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina, nombrada para averiguar si puede conseguir asistencia legal.

Raymond L. Billotte, Court Administrator  
Clearfield County Courthouse  
Clearfield, Pa 16830  
(814) 765-2641, Ext. 51

**If you have any questions concerning this notice, please call:**

**Terrence J. McCabe, Esquire  
McCABE, WEISBERG AND CONWAY, P.C.  
First Union Building  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
at this telephone number: (215) 790-1010**

TJM/cf

**EXHIBIT "A"**

**OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
CLEARFIELD COUNTY COURTHOUSE, CLEARFIELD, PA 16830**

**William A. Shaw  
Prothonotary**

December 31, 2001

To: Brian Knepp  
Corner of Knepp and Smeal Streets  
Bigler, PA 16825

Bankers Trust Company of : Clearfield County  
California, N.A., As : Court of Common Pleas  
Custodian or Trustee :  
v. :  
Betty Knepp :  
and : Number 2001-1895-CD  
Brian Knepp :

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Clearfield, Pa 16830  
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McCABE, WEISBERG AND CONWAY, P.C.  
First Union Building  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
at this telephone number: (215) 790-1010**

TJM/cf

**EXHIBIT "A"**

**FILED**

JAN 16 2002

1711346/Atty McCabe pd  
William A. Shaw  
Prothonotary \$20.00

not to pay.  
Statement to Atty.



COPY

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

Bankers Trust Company of California N.A.  
Plaintiff(s)

No.: 2001-01895-CD

Real Debt: \$29,772.84

Atty's Comm:

Vs.

Costs: \$

Int. From:

Betty Knepp  
Brian Knepp  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 16, 2002

Expires: January 16, 2007

Certified from the record this 16th 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



McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
Identification Number 16496  
First Union Building  
123 South Broad Street, Suite 2080  
Philadelphia, PA 19109  
(215) 790-1010


Attorney for Plaintiff

BANKERS TRUST COMPANY OF	:	CLEARFIELD COUNTY
CALIFORNIA, N.A., AS CUSTODIAN	:	COURT OF COMMON PLEAS
OR TRUSTEE	:	
v.	:	
BETTY KNEPP AND BRIAN KNEPP	:	NUMBER 2001 1895 CD

AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 7<sup>TH</sup> DAY OF MARCH, 2002, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

Copies of the letter and certificate of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."


  
TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 7<sup>TH</sup> DAY OF  
MARCH, 2002.

  
NOTARY PUBLIC

NOTARIAL SEAL  
GWENDOLYN JURGELEWICZ, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires October 24, 2005

**FILED**

MAR 11 2002  
12:40 PM  
William A. Shaw  
Prothonotary 

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
Identification Number 16496  
First Union Building  
123 South Broad Street, Suite 2080  
Philadelphia, PA 19109  
(215) 790-1010

Attorney for Plaintiff

BANKERS TRUST COMPANY OF	:	CLEARFIELD COUNTY
CALIFORNIA, N.A., AS CUSTODIAN	:	COURT OF COMMON PLEAS
OR TRUSTEE	:	
v.	:	
BETTY KNEPP AND BRIAN KNEPP	:	NUMBER 2001 1895 CD

AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at **Corner of Knepp & Smeal Streets, Bigler, PA 16825**, a copy of the description of said property is attached hereto and marked Exhibit "A."

1. Name and address of Owner(s) or Reputed Owner(s):  
Name Address  
  
Betty Knepp Corner of Knepp & Smeal St  
Bigler, PA 16825  
  
Brian Knepp Corner of Knepp & Smeal St  
Bigler, PA 16825
2. Name and address of Defendant(s) in the judgment:  
Name Address  
  
Same as above #1.
3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:  
Name Address  
  
Woodland-Bigler Area P.O. Box 27  
Authority Woodland, PA 16881  
  
Phillipsburg Hospital P.O. Box 686  
C/O Keystone Credit Coll.  
Lock Haven, PA 17745  
  
Plaintiff herein.
4. Name and address of the last recorded holder of every mortgage of record:  
Name Address  
  
Plaintiff herein.  
  
Beneficial Consumer Discount 90 Beaver Drive, Ste 114C  
d/b/a Beneficial Mortgage Co. of Pennsylvania Dubois, PA 15801  
And  
961 Weigel Drive  
Elmhurst, IL 60126

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

Name

Address

None.

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

Name

Address

Tenant(s) / Occupant(s)

Corner of Knepp & Smeal St  
Bigler, PA 16825

Domestic Relations

Clearfield County  
230 E. Market  
Suite 300  
Clearfield, PA 16830

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

March 7, 2002

DATE



TERRENCE J. MCCABE, ESQUIRE  
Attorney for Plaintiff

EXHIBIT "A"

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
Identification Number 16496  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorney for Plaintiff

BANKERS TRUST COMPANY OF	:	CLEARFIELD COUNTY
CALIFORNIA, N.A., AS CUSTODIAN	:	COURT OF COMMON PLEAS
OR TRUSTEE	:	
v.	:	
BETTY KNEPP AND BRIAN KNEPP	:	NUMBER 2001 1895 CD

DATE: March 7, 2002

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Betty Knepp and Brian Knepp  
PROPERTY: Corner of Knepp & Smeal Streets, Bigler, PA 16825  
IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on MAY 3, 2002, at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold an interest in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

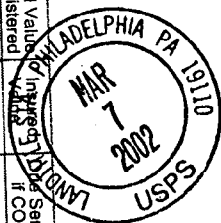
**EXHIBIT "B"**

Name and Address of Addressee: **MACGABE, WATSEBERG AND CONWAY, P.C.**  
**FIRST UNION BUILDING**  
**123 SOUTH BROAD STREET**  
**SUITE 2080**  
**PHILADELPHIA, PA 19109**

Check type of mail or service:  
☐ Certified ☐ Recorded Delivery (International)  
☐ COD ☐ Registered  
☐ Delivery Confirmation ☐ Return Receipt for Merchandise  
☐ Express Mail ☐ Signature Confirmation  
☐ Insured

Postmaster, Per (Name of receiving employee)  
 Address: **Woodland-Bigler Area Authority**  
**P.O. Box 27**  
**Woodland, PA 16881**

Affix Stamp Here  
 (If issued as a certificate of mailing, or for additional copies of this bill)  
 Postmark and Date of Receipt



Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value if Registered	Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1	Bankers	Woodland-Bigler Area Authority P.O. Box 27 Woodland, PA 16881											
2		Phillipsburg Hospital P.O. Box 686 C/O Keystone Credit Coll. Lock Haven, PA 17745											
3	Knepp	Beneficial Consumer Discount d/b/a Beneficial Mortgage Co. of Pa 90 Beaver Drive, Ste 114C Dubois, PA 15801											
4	Brian	Beneficial Consumer Discount d/b/a Beneficial Mortgage Co. of Pa 961 Weigel Drive Elmhurst, IL 60126											
5	Betty	Tenant(s)/Occupant (S) Corner of Knepp & Smeal St Bigler, PA 16825											
6		Domestic Relations Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830											
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Restricted Delivery  
 Return Receipt

**EXHIBIT "B"**

MCCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
Identification Number 16496  
First Union Building  
123 South Broad Street, Suite 2080  
Philadelphia, PA 19109  
(215) 790-1010

Attorney for Plaintiff

BANKERS TRUST COMPANY OF	:	CLEARFIELD COUNTY
CALIFORNIA, N.A., AS CUSTODIAN	:	COURT OF COMMON PLEAS
OR TRUSTEE	:	
v.	:	
BETTY KNEPP AND BRIAN KNEPP	:	NUMBER 2001 1895 CD

AFFIDAVIT OF SERVICE

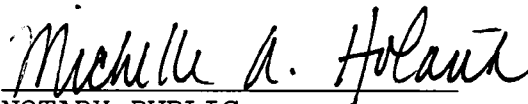
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 28<sup>th</sup> DAY OF MARCH, 2002, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

Copies of the letter and certificate of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."

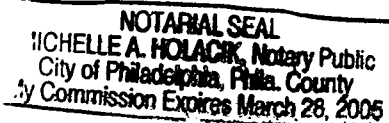


TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 28<sup>th</sup> DAY OF  
MARCH, 2002.





NOTARY PUBLIC



**FILED**

APR 05 2002

11/11:46 a.m.  
William A. Shaw  
Prothonotary 

no cc 

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
Identification Number 16496  
First Union Building  
123 South Broad Street, Suite 2080  
Philadelphia, PA 19109  
(215) 790-1010

Attorney for Plaintiff

BANKERS TRUST COMPANY OF	:	CLEARFIELD COUNTY
CALIFORNIA, N.A., AS CUSTODIAN	:	COURT OF COMMON PLEAS
OR TRUSTEE	:	
v.	:	
BETTY KNEPP AND BRIAN KNEPP	:	NUMBER 2001 1895 CD

AMENDED AFFIDAVIT PURSUANT TO RULE 3129

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And  
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Address

Tenant(s) / Occupant(s)

Corner of Knepp & Smeal St  
Bigler, PA 16825

Domestic Relations

Clearfield County  
230 E. Market  
Suite 300  
Clearfield, PA 16830

Commonwealth of Pa

Department of Welfare  
P.O. Box 2675  
Harrisburg, Pa 17105

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

March 28, 2002

DATE



TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

EXHIBIT "A"



McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
Identification Number 16496  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorney for Plaintiff

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OR TRUSTEE	:	
v.	:	
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DATE: March 7, 2002

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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**EXHIBIT "B"**

**Affix Stamp Here**  
(If issued as a  
certificate of mailing,  
or for additional  
copies of this bill)  
**Postmark and  
Date of Receipt**

Koel

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Commonwealth of Pa  
Dept of Welfare  
P.O. Box 2675  
Harrisburg, Pa 17105

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# EXHIBIT "B"

**Complete by Typewriter, Ink, or Ball Point Pen**

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

Bankers Trust Company of California N.A.,

Vs.

NO.: 2001-01895-CD

Betty Knepp ,  
Brian Knepp ,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BANKERS TRUST COMPANY OF CALIFORNIA N.A., , Plaintiff(s)  
from BETTY KNEPP , BRIAN KNEPP , , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description
- (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: \$29,772.84  
INTEREST: \$44.01 - from 1/15/02 to 1/24/02  
per diem \$4.89  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 02/01/2002

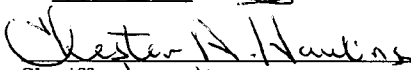
PAID: \$169.20  
SHERIFF: \$

OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 4th day  
of February A.D. 2002  
At 12:45 A.M./P.M.

  
Sheriff by Margaret H. Pitt

Requesting Party: Terrence McCabe, Esquire  
123 South Broad Street  
Suite 2080  
Philadelphia, PA 19109

## LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE VILLAGE OF BIGLER, TOWNSHIP OF BRADFORD, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE SOUTH SIDE OF JURY STREET AND ON THE WEST SIDE OF RAILROAD STREET, (SAID RAILROAD STREET BEING A STRIP OF LAND DEDICATED TO PUBLIC USE BY THE WILLIAMSGROVE BRICK COMPANY, AS RECITED IN DEED TO THE BEECH CREEK RAILROAD COMPANY, DATED SEPTEMBER 18, 1912, AND RECORDED IN DEED BOOK NO. 193 AT PAGE 453); THENCE ALONG SAID RAILROAD STREET SOUTH ONE DEGREE AND THIRTY MINUTES WEST (S 1 DEGREE 30'W) EIGHTY-SEVEN AND FIVE TENTHS (87.5') FEET TO A POINT AT THE NORTHEAST CORNER OF PARCEL NO. 2; THENCE ALONG THE NORTH LINE OF PARCEL NO. 2 AND PASSING THROUGH THE CENTER OF A WELL NOW USED AS A WATER SUPPLY NORTH EIGHTY-FIVE DEGREES AND THIRTY MINUTES WEST (N 85 DEGREES 30'W) ONE HUNDRED FORTY-SEVEN (147') FEET TO A POINT; THENCE NORTH FOUR DEGREES AND FORTY-ONE MINUTES EAST (N 4 DEGREES 41'E) NINETY (90') FEET TO A POINT ON THE SOUTH SIDE OF JURY STREET; AND THENCE ALONG JURY STREET SOUTH EIGHTY-FOUR DEGREES AND FORTY-THREE MINUTES EAST (S 84 DEGREES 43' E) ONE HUNDRED FORTY-TWO (142') FEET TO A POINT AND PLACE OF BEGINNING.

Parcel ID # 106-N09-593-6

Being Known As Corner of Knepp & Smeal Street, Bigler, PA 16825

TITLE TO SAID PREMISES IS VESTED IN BRIAN KNEPP AND BETTY KNEPP, HUSBAND AND WIFE, DEED FROM SARAH JANE KNEPP, DEED DATED JUNE 9, 1999 AND RECORDED JUNE 25, 1999 AT INSTRUMENT #199910547 IN AND FOR THE COUNTY OF CLEARFIELD.

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

Sheriff Docket # 12110

BANKERS TRUST CO OF CALIFORNIA

01-1895-CD

VS.

KNEPP, BETTY

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, MARCH 1, 2002, AT 2:30 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.

NOW, MARCH 1, 2002, AT 2:30 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON BETTY KNEPP, DEFENDANT, AT HER PLACE OF RESIDENCE, CORNER OF KNEPP AND SMEAL STREET, BIGLER, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BETTY KNEPP, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, MARCH 1, 2002, AT 2:30 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON BRIAN KNEPP, DEFENDANT, AT HIS PLACE OF RESIDENCE, CORNER OF KNEPP AND SMEAL STREET, BIGLER, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRIAN KNEPP, 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 1, 2002, RECEIVED FAX FROM TERRENCE MCCABE, ATTORNEY FOR THE PLAINTIFF THAT DEFENDANTS FILED FOR BANKRUPTCY, SALE IS TO BE STAYED.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

12110

BANKERS TRUST CO OF CALIFORNIA

01-1895-CD

VS.

KNEPP, BETTY

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MAY 7, 2002, RETURN WRIT AS NO SALE HELD, DEFENDANTS FILED FOR  
BANKRUPTCY, PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED  
ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$174.48

SURCHARGE \$ 40.00

PAID BY ATTORNEY

Sworn to Before Me This

7<sup>th</sup> Day Of May 2002  
*William A. Shaw*

So Answers,

*Chester A. Hawkins*  
by Margaret H. Pitt  
Chester A. Hawkins  
Sheriff

FILED

013:51  
MAY 07 2002

*E. Red*

William A. Shaw  
Prothonotary

LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**

TERRENCE J. McCABE

SUITE 2080  
123 SOUTH BROAD STREET  
PHILADELPHIA, PENNSYLVANIA 19109  
(215) 790-1010  
FAX (215) 790-1274

SUITE 600  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(856) 858-7080  
FAX (856) 858-7020

SUITE 503  
53 WEST 36<sup>th</sup> STREET  
NEW YORK, NY 10018  
(917) 351-1188  
FAX (917) 351-0363

May 1, 2002

Sheriff's Office  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
**ATTN: PEGGY**

RE: BANKERS TRUST COMPANY OF CALIFORNIA, ET AL  
V.

BRIAN KNEPP AND BETTY KNEPP  
CLEARFIELD COUNTY; COURT OF COMMON PLEAS; NUMBER 2001 1895 CD  
PREMISES: CORNER OF KNEPP & SMEAL STREETS, BIGLER, PA 16825  
Date and Time of Sheriff Sale: May 3, 2002 @10:00 a.m.

Dear Peggy:

As you know, the above-captioned property is currently listed for the **May 2, 2002** Sheriff's Sale. I am writing to you at this time to request that you stay the Sale. Defendants filed a Chapter 13 BK on April 29, 2002 in the Western District of PA; BK#02-24605.

In addition, please return the Writ to the Prothonotary and forward any refund due my client.

As acknowledgment of this stay, I would appreciate your signing or time-stamping a copy of this letter and faxing the same to my attention. If you have any questions, please contact me. Thank you for your cooperation.

Very truly yours,

*Terrence J. McCabe*  
TERRENCE J. McCABE

TJM/nas

**SENT VIA FACSIMILE TRANSMITTAL--NUMBER (814) 765-5915**  
**SHERIFF'S OFFICE-RECEIVED BY:**

SIGNATURE

DATE

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME KNEPP 01-1895-CD

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

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

**SHERIFF COSTS:**

RDR	\$	15.00
SERVICE		15.00
MILEAGE		5.20
LEVY		15.00
MILEAGE		5.20
POSTING		15.00
CSDS		10.00
COMMISSION 2%		
POSTAGE		4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		15.00
DEED		<del>30.00</del>
ADD'L POSTING		
ADD'L MILEAGE		
ADD'L LEVY		
BID AMOUNT		
RETURNS/DEPUTIZE		
COPIES / BILLING	\$15.00 + 5.00	
BILLING - PHONE - FAX		
<b>TOTAL SHERIFF COSTS</b>	<b>\$</b>	<b>174.48</b>

**DEED COSTS:**

REGISTER & RECORDER	\$	<del>18.50</del>
ACKNOWLEDGEMENT	****	<del>5.00</del>
TRANSFER TAX 2%		

**TOTAL DEED COSTS** \$

**DEBT & INTEREST:**

DEBT-AMOUNT DUE	\$ 29,772.84
INTEREST FROM 1-15-02	44.01
TO 1-24-02	
PER DIEM	4.89

**TOTAL DEBT & INTEREST** \$

**COSTS:**

ATTORNEY FEES	\$
PROTH. SATISFACTION	\$
ADVERTISING	\$ 284.58
LATE CHARGES & FEES	\$
TAXES-Collector	\$
TAXES-Tax Claim	\$
COSTS OF SUIT-To Be Added	\$
LIST OF LIENS AND MORTGAGE SEARCH	\$ 140.00
FORCLOSURE FEES / ESCROW DEFICIT	\$
ACKNOWLEDGEMENT	\$
DEED COSTS	\$
ATTORNEY COMMISSION	\$
SHERIFF COSTS	\$ 174.48
LEGAL JOURNAL AD	\$ 63.00
REFUND OF ADVANCE	\$
REFUND OF SURCHARGE	\$
PROTHONOTARY	\$ 169.20
SATISFACTION FEE	\$
	\$

**TOTAL COSTS** \$ 831.26

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

Chester A. Hawkins, Sheriff



**Praeipie for Writ of Execution--MORTGAGE FORECLOSURE**

**BANKERS TRUST COMPANY OF  
CALIFORNIA, N.A., AS  
CUSTODIAN OR TRUSTEE**

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

**V.  
BETTY KNEPP  
AND  
BRIAN KNEPP**

NUMBER 2001 1895 CD

**PRAECIPE FOR WRIT OF EXECUTION**

To the Prothonotary:

Issue Writ of Execution in the above matter;

1. Directed to the Sheriff of CLEARFIELD COUNTY.
2. Against the following property BETTY KNEPP AND BRIAN KNEPP  
\_\_\_\_\_ Of defendant(s) and
3. Against the following property in the hands of (name) \_\_\_\_\_  
BETTY KNEPP AND BRIAN KNEPP
4. And index this writ;  
(a) against \_\_\_\_\_ Defendant(s) and  
(b) against \_\_\_\_\_ as Garnishee  
As a lis pendens against real property of the defendant(s) in name  
of garnishee as follows, \_\_\_\_\_

Corner of Knepp & Smeal Streets, Bigler, PA 16825

(Specifically described property)

(If space insufficient, attach extra sheets)

5. Amount Due \$29,772.84

Interest from 1/24/02-sale date \$ \_\_\_\_\_  
(4.89 per diem)

Costs (to be added) \$ \_\_\_\_\_

140.00 Prothonotary costs

VED WRIT THIS DAY

A.D.

M

Sheriff

**MORTGAGE FORECLOSURE)**

UTION DEBT

REST FROM 29,772.84  
02-sale date  
per diem)

HONOTARY

ATTORNEY

PLANTIFF

RNEY'S COMM.

SFACTION

IFF

140.00

orney for Plaintiff(s)

RECEIVED  
NO. 2001 1895 CD TERM  
OF  
AT  
TERM

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY  
PENNSYLVANIA

BANKERS TRUST COMPANY OF  
CALIFORNIA, N.A., AS  
CUSTODIAN OR TRUSTEE

V.  
BETTY KNEPP  
AND  
BRIAN KNEPP

Praecipe for Writ of Execution

FILED  
FEB 26 2004

ICC & Courts  
w/ prep descr. 6  
Atty pd. 20.00  
Jett

William A. Shaw  
Prothonotary/Clerk of Courts

TERRENCE J. MCCABE, ESQUIRE  
Attorney I.D. No 16496  
123 S. Broad Street, Ste. 2080  
Philadelphia, PA 19109  
Tel: 215 790 1010

At

**Praeipie for Writ of Execution--MORTGAGE FORECLOSURE**

**BANKERS TRUST COMPANY OF  
CALIFORNIA, N.A., AS  
CUSTODIAN OR TRUSTEE**

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

**V.  
BETTY KNEPP  
AND  
BRIAN KNEPP**

NUMBER 2001 1895 CD

**PRAECIPE FOR WRIT OF EXECUTION**

To the Prothonotary:

Issue Writ of Execution in the above matter;

1. Directed to the Sheriff of CLEARFIELD COUNTY.

2. Against the following property BETTY KNEPP AND BRIAN KNEPP  
\_\_\_\_\_ Of defendant(s) and

3. Against the following property in the hands of (name) \_\_\_\_\_  
BETTY KNEPP AND BRIAN KNEPP

4. And index this writ;

(a) against \_\_\_\_\_ Defendant(s) and

(b) against \_\_\_\_\_ as Garnishee

As a lis pendens against real property of the defendant(s) in name  
of garnishee as follows, \_\_\_\_\_

Corner of Knepp & Smeal Streets, Bigler, PA 16825

(Specifically described property)

(If space insufficient, attach extra sheets)

5. Amount Due \$29,772.84

Interest from 1/24/02-sale date \$ \_\_\_\_\_  
(4.89 per diem)

Costs (to be added)

\$ \_\_\_\_\_  
140.00 Prothonotary costs

**FILED**

**FEB 26 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

TERRENCE J. McCABE, ESQUIRE  
**Attorney for Plaintiff(s)**

NO. 2001 1895 CD TERM  
NO. TERM

RECEIVED WRIT THIS DAY  
OF A.D.  
AT M

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY  
PENNSYLVANIA

Sheriff

BANKERS TRUST COMPANY OF  
CALIFORNIA, N.A., AS  
CUSTODIAN OR TRUSTEE

(MORTGAGE FORECLOSURE)

V.  
BETTY KNEPP  
AND  
BRIAN KNEPP

EXECUTION DEBT  
INTEREST FROM 29,772.84  
1/24/02-sale date  
(4.89 per diem)

140.00

Praecipe for Writ of Execution

FILED 1CC & 6 writs  
w/ prop descr. of  
FEB 26 2004  
Any pd. 20.00  
10/15/04

William A. Shaw  
Prothonotary/Clerk of Courts

PROTHONOTARY  
USE ATTORNEY  
USE PLAINTIFF  
ATTORNEY'S COMM.  
SATISFACTION  
SHERIFF

TERRENCE J. MCCABE, ESQUIRE  
Attorney I.D. No 16496  
123 S. Broad Street, Ste. 2080  
Philadelphia, PA 19109  
Tel: 215 790 1010

*Terrence J. McCabe*

Attorney for Plaintiff(s)

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
Identification Number 16496  
First Union Building  
123 South Broad Street, Suite 2080  
Philadelphia, PA 19109  
(215) 790-1010

Attorney for Plaintiff

BANKERS TRUST COMPANY OF	:	CLEARFIELD COUNTY
CALIFORNIA, N.A., AS CUSTODIAN	:	COURT OF COMMON PLEAS
OR TRUSTEE	:	
v.	:	
BETTY KNEPP AND BRIAN KNEPP	:	NUMBER 2001 1895 CD

**AFFIDAVIT PURSUANT TO RULE 3129**

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at **Corner of Knepp & Smeal Streets, Bigler, PA 16825**, a copy of the description of said property is attached hereto and marked Exhibit "A."

1. Name and address of Owner(s) or Reputed Owner(s):  
Name Address

Betty Knepp Corner of Knepp & Smeal St  
Bigler, PA 16825

Brian Knepp Corner of Knepp & Smeal St  
Bigler, PA 16825

2. Name and address of Defendant(s) in the judgment:  
Name Address

Betty Knepp Corner of Knepp & Smeal St  
Bigler, PA 16825

Brian Knepp Corner of Knepp & Smeal St  
Bigler, PA 16825

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:  
Name Address

Woodland-Bigler Area P.O. Box 27  
Authority Woodland, PA 16881

Phillipsburg Hospital P.O. Box 686  
C/O Keystone Credit Coll.  
Lock Haven, PA 17745

Plaintiff herein.

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

Name

Address

Plaintiff herein.

Beneficial Consumer Discount  
d/b/a Beneficial Mortgage  
Co. of Pennsylvania

90 Beaver Drive, Ste 114C  
Dubois, PA 15801  
And  
961 Weigel Drive  
Elmhurst, IL 60126

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

Name

Address

None.

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

Name

Address

Tenant(s)/Occupant(S)

Corner of Knepp & Smeal St  
Bigler, PA 16825

Domestic Relations

Clearfield County  
230 E. Market  
Suite 300  
Clearfield, PA 16830


Commonwealth of Pa

Department of Welfare  
P.O. Box 2675  
Harrisburg, Pa 17105

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

February 20, 2004

DATE

  
\_\_\_\_\_  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

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

Bankers Trust Company of California N.A.  
as Custodian or Trustee

Vs.

NO.: 2001-01895-CD

Betty Knepp and  
Brian Knepp

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BANKERS TRUST COMPANY OF CALIFORNIA N.A., as Custodian or Trustee, Plaintiff(s) from BETTY KNEPP and BRIAN KNEPP, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description

(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: \$29,772.84  
INTEREST from 1/24/02-sale date  
(4.89 per diem): \$  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 02/26/2004

PAID: \$140.00  
SHERIFF: \$  
  
OTHER COSTS: \$

---

William A. Shaw  
Prothonotary/Clerk Civil Division

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

Requesting Party: Terrence J. McCabe, Esq.  
123 S. Broad Street, Ste. 2080  
Philadelphia, PA 19109  
(215) 790-1010

---

Sheriff

### **LEGAL DESCRIPTION**

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE VILLAGE OF BIGLER, TOWNSHIP OF BRADFORD, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE SOUTH SIDE OF JURY STREET AND ON THE WEST SIDE OF RAILROAD STREET, (SAID RAILROAD STREET BEING A STRIP OF LAND DEDICATED TO PUBLIC USE BY THE WILLIAMSGROVE BRICK COMPANY, AS RECITED IN DEED TO THE BEECH CREEK RAILROAD COMPANY, DATED SEPTEMBER 18, 1912, AND RECORDED IN DEED BOOK NO. 193 AT PAGE 453); THENCE ALONG SAID RAILROAD STREET SOUTH ONE DEGREE AND THIRTY MINUTES WEST (S 1 DEGREE 30'W) EIGHTY-SEVEN AND FIVE TENTHS (87.5') FEET TO A POINT AT THE NORTHEAST CORNER OF PARCEL NO. 2; THENCE ALONG THE NORTH LINE OF PARCEL NO. 2 AND PASSING THROUGH THE CENTER OF A WELL NOW USED AS A WATER SUPPLY NORTH EIGHTY-FIVE DEGREES AND THIRTY MINUTES WEST (N 85 DEGREES 30'W) ONE HUNDRED FORTY-SEVEN (147') FEET TO A POINT; THENCE NORTH FOUR DEGREES AND FORTY-ONE MINUTES EAST (N 4 DEGREES 41'E) NINETY (90') FEET TO A POINT ON THE SOUTH SIDE OF JURY STREET; AND THENCE ALONG JURY STREET SOUTH EIGHTY-FOUR DEGREES AND FORTY-THREE MINUTES EAST (S 84 DEGREES 43' E) ONE HUNDRED FORTY-TWO (142') FEET TO A POINT AND PLACE OF BEGINNING.

**Parcel ID # 106-N09-593-6**

**Being Known As Corner of Knepp & Smeal Street, Bigler, PA 16825**

TITLE TO SAID PREMISES IS VESTED IN BRIAN KNEPP AND BETTY KNEPP, HUSBAND AND WIFE, DEED FROM SARAH JANE KNEPP, DEED DATED JUNE 9, 1999 AND RECORDED JUNE 25, 1999 AT INSTRUMENT #199910547 IN AND FOR THE COUNTY OF CLEARFIELD.



McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
Identification Number 16496  
123 South Broad Street, Suite 2080  
Philadelphia, PA 19109  
(215) 790-1010

Attorney for Plaintiff

BANKERS TRUST COMPANY OF	:	CLEARFIELD COUNTY
CALIFORNIA, N.A., AS CUSTODIAN	:	COURT OF COMMON PLEAS
OR TRUSTEE	:	
v.	:	
BETTY KNEPP AND BRIAN KNEPP	:	NUMBER 2001 1895 CD

AFFIDAVIT OF SERVICE


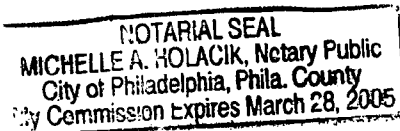
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff  
in the within matter, hereby certify that on the 23<sup>rd</sup> DAY OF  
APRIL, 2004, a true and correct copy of the Notice of Sheriff's  
Sale of Real Property was served on all pertinent lienholder(s) as  
set forth in the Affidavit Pursuant to 3129 which is attached  
hereto as Exhibit "A".

Copies of the letter and certificate of mailing are also  
attached hereto, made a part hereof and marked as Exhibit "B."



TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 23<sup>rd</sup> DAY OF  
APRIL, 2004.

  
NOTARY PUBLIC

FILED

MAY 03 2004

William A. Shaw  
Prothonotary/Clerk of Courts

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
Identification Number 16496  
123 South Broad Street, Suite 2080  
Philadelphia, PA 19109  
(215) 790-1010

Attorney for Plaintiff

BANKERS TRUST COMPANY OF	:	CLEARFIELD COUNTY
CALIFORNIA, N.A., AS CUSTODIAN	:	COURT OF COMMON PLEAS
OR TRUSTEE	:	
v.	:	
BETTY KNEPP AND BRIAN KNEPP	:	NUMBER 2001 1895 CD

AMENDED AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at **Corner of Knepp & Smeal Streets, Bigler, PA 16825**, a copy of the description of said property is attached hereto and marked Exhibit "A."

1. Name and address of Owner(s) or Reputed Owner(s):  
Name Address  
  
Betty Knepp Corner of Knepp & Smeal St  
Bigler, PA 16825  
  
Brian Knepp Corner of Knepp & Smeal St  
Bigler, PA 16825
2. Name and address of Defendant(s) in the judgment:  
Name Address  
  
Betty Knepp Corner of Knepp & Smeal St  
Bigler, PA 16825  
  
Brian Knepp Corner of Knepp & Smeal St  
Bigler, PA 16825
3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:  
Name Address  
  
Woodland-Bigler Area P.O. Box 27  
Authority Woodland, PA 16881  
  
Phillipsburg Hospital P.O. Box 686  
C/O Keystone Credit Coll.  
Lock Haven, PA 17745  
  
Plaintiff herein.
4. Name and address of the last recorded holder of every mortgage of record:  
Name Address  
  
Plaintiff herein.  
  
Beneficial Consumer Discount 90 Beaver Drive, Ste 114C  
d/b/a Beneficial Mortgage Dubois, PA 15801  
Co. of Pennsylvania And  
961 Weigel Drive  
Elmhurst, IL 60126

**EXHIBIT "A"**

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

Name

Address

None.

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

Name

Address

Tenant(s)/Occupant(S)

Corner of Knepp & Smeal St  
Bigler, PA 16825

Domestic Relations

Clearfield County  
230 E. Market  
Suite 300  
Clearfield, PA 16830

Commonwealth of Pa

Department of Welfare  
P.O. Box 2675  
Harrisburg, Pa 17105

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

April 23, 2004

DATE



TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

EXHIBIT "A"

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
Identification Number 16496  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorney for Plaintiff

BANKERS TRUST COMPANY OF	:	CLEARFIELD COUNTY
CALIFORNIA, N.A., AS CUSTODIAN	:	COURT OF COMMON PLEAS
OR TRUSTEE	:	
v.	:	
BETTY KNEPP AND BRIAN KNEPP	:	NUMBER 2001 1895 CD

DATE: April 23, 2004

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

OWNERS: Betty Knepp and Brian Knepp

PROPERTY: Corner of Knepp & Smeal Streets, Bigler, PA 16825

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on June 4, 2004, at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold an interest in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

**EXHIBIT "B"**

Name and Address of Sender  
**MCCABE, WEISBERG AND CONWAY, P.C.**  
**FIRST UNION BUILDING**  
**123 SOUTH BROAD STREET**  
**SUITE 2080**  
**PHILADELPHIA, PA 19109**

Check type of mail or service:  
☒ Certified  
☐ COD  
☐ Delivery Confirmation  
☐ Express Mail  
☐ Insured

☐ Recorded Delivery (International)  
☐ Registered  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation

Affix Stamp Here  
(If issued as a  
certificate of mailing,  
or for additional  
copies of this bill)  
Postmark and  
Date of Receipt

Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
-----	-----------------	----------------------------	---------------	-------------------	--------	--------	--------	--------	--------

1.

Chase v.  
Knepp, B & B

Betty Knepp  
Corner of Knepp & Smeal St  
Bigler, PA 16825

Beneficial Consumer Discount  
d/b/a Beneficial Mortgage Co. of  
Pennsylvania  
961 Weigel Drive  
Elmhurst, IL 60126

3.

Brian Knepp  
Corner of Knepp & Smeal St  
Bigler, PA 16825

Tenant(s)/Occupant(S)  
Corner of Knepp & Smeal St  
Bigler, PA 16825

4.

Woodland-Bigler Area Authority  
P.O. Box 27  
Woodland, PA 16881

Domestic Relations  
Clearfield County  
230 E. Market  
Suite 300  
Clearfield, PA 16830

5.

Phillipsburg Hospital  
P.O. Box 686  
C/O Keystone Credit Coll.  
Lock Haven, PA 17745

Commonwealth of Pa  
Department of Welfare  
P.O. Box 2675  
Harrisburg, Pa 17105

6.

Beneficial Consumer Discount  
d/b/a Beneficial Mortgage Co. of  
Pennsylvania  
90 Beaver Drive, Ste 114C  
Dubois, PA 15801

7.

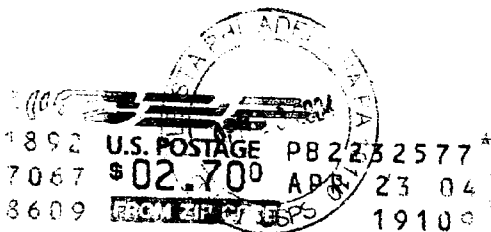
8.

Total Number of Pieces  
Listed by Sender

Total Number of Pieces  
Received at Post Office

Postmaster, Per (Name of receiving employee)

**EXHIBIT "B"**





IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15412  
NO: 01-1895-CD

PLAINTIFF: BANKERS TRUST COMPANY OF CALIFORNIA N.A. AS CUSTODIAN OR TRUSTEE  
vs.  
DEFENDANT: KNEPP, BRIAN

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 02/26/2004

LEVY TAKEN 04/15/2004 @ 8:10 AM

POSTED 04/15/2004 @ 8:10 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 05/16/2005

DATE DEED FILED **NOT SOLD**

cp **FILED**  
01/10/08  
MAY 16 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

04/15/2004 @ 8:10 AM SERVED BRIAN KNEPP

SERVED, BRIAN KNEPP, DEFENDANT, AT THIS RESIDENCE CORNER OF KNEPP & SMEAL STREETS, BIGLER, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BRIAN KNEPP

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

04/15/2004 @ 8:10 AM SERVED BETTY KNEPP

SERVED, BETTY KNEPP, DEFENDANT, AT HER RESIDENCE CORNER OF KNEPP & SMEAL STREETS, BIGLER, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BRIAN KNEPP, HUSBAND/DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

NOW, MAY 5, 2004 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF'S SALE SCHEDULED FOR JUNE 4, 2004 DUE TO BANKRUPTCY FILING. TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15412  
NO: 01-1895-CD

PLAINTIFF: BANKERS TRUST COMPANY OF CALIFORNIA N.A. AS CUSTODIAN OR TRUSTEE  
vs.  
DEFENDANT: KNEPP, BRIAN

WRIT OF EXECUTION REAL ESTATE

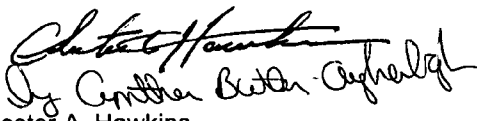
SHERIFF RETURN

---

SHERIFF HAWKINS \$181.44

SURCHARGE PAID BY

So Answers,

  
Chester A. Hawkins  
Sheriff

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

Bankers Trust Company of California N.A.  
as Custodian or Trustee

Vs.

NO.: 2001-01895-CD

Betty Knepp and  
Brian Knepp

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BANKERS TRUST COMPANY OF CALIFORNIA N.A., as Custodian or Trustee, Plaintiff(s) from BETTY KNEPP and BRIAN KNEPP, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description

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

Garnishee(s) as follows:

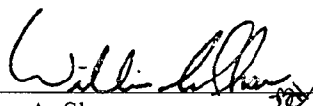
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(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: \$29,772.84  
INTEREST from 1/24/02-sale date  
(4.89 per diem): \$  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 02/26/2004

PAID: \$140.00  
SHERIFF: \$

OTHER COSTS: \$

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 26<sup>th</sup> day  
of February A.D. 2004  
At 3.00 A.M./P.M.

Charles A. Hawkins  
Sheriff  
By Cynthia Butler-Aughenbaugh

Requesting Party: Terrence J. McCabe, Esq.  
123 S. Broad Street, Ste. 2080  
Philadelphia, PA 19109  
(215) 790-1010



### **LEGAL DESCRIPTION**

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE VILLAGE OF BIGLER, TOWNSHIP OF BRADFORD, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE SOUTH SIDE OF JURY STREET AND ON THE WEST SIDE OF RAILROAD STREET, (SAID RAILROAD STREET BEING A STRIP OF LAND DEDICATED TO PUBLIC USE BY THE WILLIAMSGROVE BRICK COMPANY, AS RECITED IN DEED TO THE BEECH CREEK RAILROAD COMPANY, DATED SEPTEMBER 18, 1912, AND RECORDED IN DEED BOOK NO. 193 AT PAGE 453); THENCE ALONG SAID RAILROAD STREET SOUTH ONE DEGREE AND THIRTY MINUTES WEST (S 1 DEGREE 30'W) EIGHTY-SEVEN AND FIVE TENTHS (87.5') FEET TO A POINT AT THE NORTHEAST CORNER OF PARCEL NO. 2; THENCE ALONG THE NORTH LINE OF PARCEL NO. 2 AND PASSING THROUGH THE CENTER OF A WELL NOW USED AS A WATER SUPPLY NORTH EIGHTY-FIVE DEGREES AND THIRTY MINUTES WEST (N 85 DEGREES 30'W) ONE HUNDRED FORTY-SEVEN (147') FEET TO A POINT; THENCE NORTH FOUR DEGREES AND FORTY-ONE MINUTES EAST (N 4 DEGREES 41'E) NINETY (90') FEET TO A POINT ON THE SOUTH SIDE OF JURY STREET; AND THENCE ALONG JURY STREET SOUTH EIGHTY-FOUR DEGREES AND FORTY-THREE MINUTES EAST (S 84 DEGREES 43' E) ONE HUNDRED FORTY-TWO (142') FEET TO A POINT AND PLACE OF BEGINNING.

**Parcel ID # 106-N09-593-6**

**Being Known As Corner of Knepp & Smeal Street, Bigler, PA 16825**

TITLE TO SAID PREMISES IS VESTED IN BRIAN KNEPP AND BETTY KNEPP, HUSBAND AND WIFE, DEED FROM SARAH JANE KNEPP, DEED DATED JUNE 9, 1999 AND RECORDED JUNE 25, 1999 AT INSTRUMENT #199910547 IN AND FOR THE COUNTY OF CLEARFIELD.

---

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME BRIAN KNEPP

NO. 01-1895-CD

NOW, May 14, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Knepp, Brian 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	6.00
LEVY	15.00
MILEAGE	6.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$181.44</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	29,772.84
INTEREST @	0.00
FROM TO	

PROTH SATISFACTION  
LATE CHARGES AND FEES  
COST OF SUIT-TO BE ADDED  
FORECLOSURE FEES  
ATTORNEY COMMISSION  
REFUND OF ADVANCE  
REFUND OF SURCHARGE  
SATISFACTION FEE  
ESCROW DEFICIENCY  
PROPERTY INSPECTIONS  
INTEREST  
MISCELLANEOUS

<b>TOTAL DEBT AND INTEREST</b>	<b>\$29,772.84</b>
--------------------------------	--------------------

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	181.44
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	140.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$321.44</b>

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

LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**

TERRENCE J. McCABE

SUITE 2080  
123 SOUTH BROAD STREET  
PHILADELPHIA, PENNSYLVANIA 19109  
(215) 790-1010  
FAX (215) 790-1274SUITE 600  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(856) 858-7080  
FAX (856) 858-7020SUITE 503  
53 WEST 36<sup>th</sup> STREET  
NEW YORK, NY 10018  
(917) 351-1188  
FAX (917) 351-0363

May 6, 2004

Sheriff's Office  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830RE: Bankers Trust Company of California, N.A. as Custodian or  
Trustee v. Brian Knepp and Betty Knepp  
Property: Corner of Knepp & Smeal Street, Bigler, PA 16825  
Docket Number: 2001 1895 CD Date of Sale: June 4, 2004

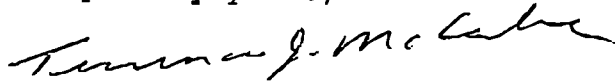
Dear Sheriff:

As you know, the above-captioned property is currently listed for the **June 4, 2004** Sheriff's Sale. I am writing to you at this time to request that you stay the Sale. Defendant filed Ch. 13 Bankruptcy in the Western District of PA on 4/15/04 under Bky. #04-24949.

In addition, please return the Writ to the Prothonotary and forward any refund due my client.

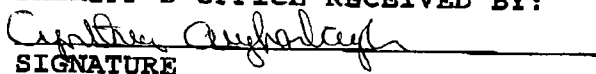
As acknowledgment of this stay, I would appreciate your signing or time-stamping a copy of this letter and faxing the same to my attention. If you have any questions, please contact me. Thank you for your cooperation.

Very truly yours,



TERRENCE J. McCABE

TJM/gm

SENT VIA FACSIMILE TRANSMITTAL--NUMBER (814)765-5915  
SHERIFF'S OFFICE-RECEIVED BY:  
SIGNATURE5-7-04  
DATE