

02-53-CD
WATPOINT BANK -vs- MARK A. LOWMASTER etal

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

WAYPOINT BANK, f/k/a
HARRIS SAVINGS BANK,

Plaintiff,

vs.

NO: 02-53 CD

MARK A. LOWMASTER and
AMY I. LOWMASTER a/k/a
AMY ILENE LOWMASTER,

Defendants

TYPE OF PLEADING:

LIENHOLDER AFFIDAVIT OF SERVICE

Filed on Behalf of:

Plaintiff

Counsel or Record for this Party:

Kimberly J. Hong
PA I.D. #74950

FILED

JUL 01 2002

William A. Shaw
Prothonotary

Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
WWR #02001013

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

WAYPOINT BANK, f/k/a
HARRIS SAVINGS BANK,

Plaintiff,

NO: 02-53 CD

vs.

MARK A. LOWMASTER and
AMY I. LOWMASTER a/k/a
AMY ILENE LOWMASTER,

Defendants

LIENHOLDER AFFIDAVIT OF SERVICE

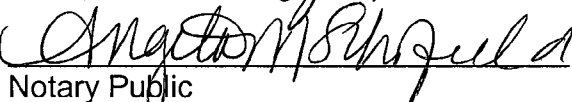
BEFORE ME, the undersigned authority, personally appeared Kimberly J. Hong, Esquire, who according to law deposes and says that a copy of the Notice of Sheriff's Sale has been served on each of the following Lienholders by Certificate of Mail on May 8, 2002. True and correct copies of said certificates of mail are attached hereto as Exhibit "A".

WELTMAN, WEINBERG & REIS, CO., L.P.A.



Kimberly J. Hong
Attorneys for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219

Sworn to and subscribed before me
This 27th day of June, 2002.


Notary Public

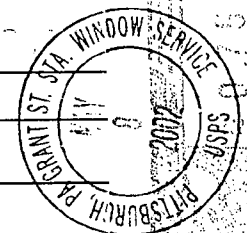
NOTARIAL SEAL
ANGELA M. SCHOFIELD, NOTARY PUBLIC
CITY OF PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MARCH 8, 2006

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE-POSTMASTER

Received From:
2718
Pittsburgh, PA 15219

One piece of ordinary mail addressed to:
Tax Claim Bureau
230 E. Market Street
Clearfield, PA 16830

orm **3817**, January 2001 *Lowmaster*

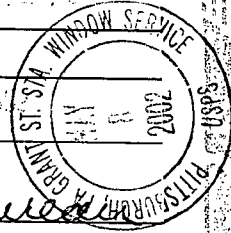


U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE-POSTMASTER

Received From:
2718
Pittsburgh, PA 15219

One piece of ordinary mail addressed to:
Insurance Tax Bureau
230 East Market Street
Clearfield, PA 16830

PS Form **3817**, January 2001 *Lowmaster*



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE-POSTMASTER

Received From:
2718
Pittsburgh, PA 15219

One piece of ordinary mail addressed to:
Domestic Relations
230 East Market Street
Clearfield, PA 16830

PS Form **3817**, January 2001 *Lowmas*

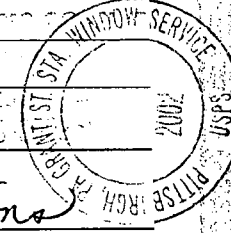


EXHIBIT *A*

FILED

NO
cc

11:30

JUL 01 2002

gab

William A. Shaw
Prothonotary

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

WAYPOINT BANK, f/k/a HARRIS
SAVINGS BANK,

Plaintiff,

v.

MARK A. LOWMASTER and
AMY I. LOWMASTER a/k/a
AMY ILENE LOWMASTER,

Defendants

TO: DEFENDANT:

YOU ARE HEREBY NOTIFIED TO PLEAD TO THE
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT
MAY BE ENTERED AGAINST YOU.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THE ADDRESS OF PLAINTIFF IS:
P.O. Box 2060
Alliance, OH 44601

AND THE DEFENDANT ARE:
McGees Mill Road
Troutville, PA 15866

WELTMAN, WEINBERG & REIS CO., L.P.A.

BY: 
ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THAT THE LOCATION OF THE REAL
ESTATE AFFECTED BY THIS LIEN IS:

McGees Mill Road
Troutville, PA 15866
Twp of Brady
WELTMAN, WEINBERG & REIS CO., L.P.A.

BY: 
ATTORNEYS FOR PLAINTIFF

NO. 02-53-CO

ISSUE NO.:

CODE:

TYPE OF PLEADING:

COMPLAINT IN MORTGAGE
FORECLOSURE

FILED ON BEHALF OF:
PLAINTIFF

COUNSEL OF RECORD FOR THIS
PARTY:

Kimberly J. Hong, ESQUIRE
Pa. I.D. #74950

WELTMAN, WEINBERG & REIS CO., L.P.A.
Firm #339
2718 KOPPERS BUILDING
436 SEVENTH AVENUE
PITTSBURGH, PA 15219
(412) 434-7955
WWR#02001013

FILED

JAN 10 2002

William A. Shaw
Prothonotary

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

WAYPOINT BANK, f/k/a HARRIS
SAVINGS BANK,

Plaintiff,

NO:

v.

MARK A. LOWMASTER and
AMY I. LOWMASTER a/k/a
AMY ILENE LOWMASTER,

Defendants

NOTICE TO DEFEND

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

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

PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

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

WAYPOINT BANK, f/k/a HARRIS
SAVINGS BANK,

Plaintiff,

NO:

v.

MARK A. LOWMASTER and
AMY I. LOWMASTER a/k/a
AMY ILENE LOWMASTER,

Defendants

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now, comes Plaintiff, Waypoint Bank, f/k/a Harris Savings Bank, by and through its attorneys, WELTMAN, WEINBERG & REIS CO., L.P.A., and files this Complaint in Mortgage Foreclosure, averring in support thereof the following:

1. The Plaintiff is Waypoint Bank, f/k/a Harris Savings Bank, a lending institution duly authorized to conduct business within the Commonwealth of Pennsylvania (hereinafter "Plaintiff").

2. The Defendants are Mark A. Lowmaster and Amy I. Lowmaster a/k/a Amy Ilene Lowmaster, adult individuals whose last known address is McGees Mill Road, Troutville, PA 15866.

3. On or about May 24, 1996, the Defendants executed a Retail Installment Contract and Security Agreement (hereinafter "Agreement") in the original principal amount of \$43,275.00. A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.

4. On or about May 24, 1996, as security for payment of the aforesaid Agreement, the Defendants made, executed and delivered to Ashland Homes, a Mortgage in the original principal amount of \$43,275.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on June 6, 1996 in

Mortgage Book Volume 1763, Page 349. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

5. Ashland Homes, assigned all of its right, title and interest in and to the Mortgage to Plaintiff, pursuant to an Assignment of Mortgage, which was recorded on June 6, 1996, in Mortgage Book Volume 1763, Page 355.

6. The Defendants are the current record and real owners of the aforesaid mortgaged premises.

7. The Defendants are in default under the terms of the aforesaid Agreement and Mortgage.

8. Demand for payment has been made upon the Defendants by Plaintiff, but Defendants were unable to pay the principal balance, interest or any other portion thereof to Plaintiff.

9. On or about September 26, 2001, Defendants have mailed Notice of Homeowner's Emergency Assistance Act of 1983, in compliance with the Homeowner's Emergency Assistance Act, Act 91 of 1983 and pursuant to 12 PA Code Chapter 31, Subchapter B, Section 31.201 et seq.

10. The amount due and owing Plaintiff by Defendants is as follows:

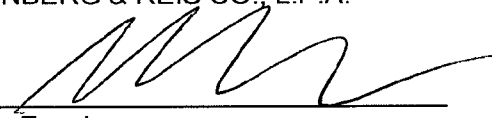
Principal	\$ 38,963.02
Interest thru 11/14/01	\$ 1,122.68
Late Charge thru 11/14/01	\$ 0.00
Execution Costs thru 11/14/01	\$ 0.00
Attorneys' Fees thru 11/14/01	\$ 1,000.00
Other Charges	<u>\$ 50.00</u>
TOTAL	\$ 41,135.70

11. Contemporaneously hereunder, Defendants have been advised of their right to dispute the validity of this debt or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto marked Exhibit "C" and made a part hereof.

WHEREFORE, Plaintiff demands judgment in Mortgage Foreclosure for the amount due of \$41,135.70, with interest thereon at the rate of \$10.14 per diem from November 14, 2001, plus costs, in addition to late charges and for foreclosure and sale of mortgaged premises.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

WELTMAN, WEINBERG & REIS CO., L.P.A.



Kimberly J. Hong, Esquire
Pa. I.D. #74950
Attorneys for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT No. _____ Date <u>MAY 24, 1996</u>	Seller <u>ASHLAND HOMES/SHIPPENVILLE</u> Address <u>RT 66 N</u> <u>SHIPPENVILLE, PA 16254</u> "We" and "us" mean the Seller above, its successors and assigns.	Buyer <u>LOWMASTER, MARK ALLEN</u> <u>LOWMASTER, AMY JEANE</u> Address <u>MCOEES MILLS RD</u> <u>TROUTVILLE, PA 16868</u> "You" and "your" mean each Buyer above and guarantor, jointly and individually.
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SALE: You agree to purchase from us, subject to the terms and conditions of this Contract and Security Agreement, the Vehicle in its present condition described below.

Year	Make	Model	Manufacturer's Serial Numbers	License No /Year
94	SKYLARK	KNOLLWOOD	1439-1892-IAB	

OTHER DESCRIPTION: Size: 28X52

SECURITY: You give us a security interest in the Vehicle described above. The Vehicle shall be complete with all accessories, attachments, accessories, equipment, and proceeds of the Vehicle. The delivery and acceptance of the Vehicle is acknowledged by you. Our security interest will not extend to consumer goods that are not installed in or affixed to the Vehicle more than 10 days after we enter into this Contract with you.

You are also giving a security in the real estate covered by mortgage that is dated _____.

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the principal amount of \$ 43275.00 plus finance charges accruing at the rate of 9.50 % per year until maturity. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES, and pay any additional amounts according to the terms and conditions of this Contract. After maturity, or after we have demanded payment of earned but unpaid amounts, we will, instead, earn interest at 9.50 percent per year.

DOWN PAYMENT: You also agree to pay on or before today's date the down payment of any cash, rebate and net trade-in value described on page 2.

☐ **MINIMUM FINANCE CHARGE:** We may retain a minimum finance charge of \$ _____ if you pay off this Contract before we have earned that much interest.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of \$ _____
<u>9.51</u> %	\$ <u>53541.20</u>	\$ <u>43270.00</u>	\$ <u>96811.20</u>	\$ <u>99161.20</u>

Payment Schedule: Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
<u>240</u>	\$ <u>403.38</u>	<u>8TH</u> of each month beginning <u>JULY</u> 19 <u>96</u>
	\$ _____	and each <u>MONTH</u> thereafter until paid.
	\$ _____	

Security: You are giving a security interest in the Vehicle being purchased. You are also giving a security in the real estate covered by mortgage that is dated _____ and located at _____.

☒ **Late Charge:** You will be charged 2% per month on the amount of the payment in arrears by more than 10 days.

Assumption: Someone buying your home cannot assume the obligation on the original terms.

Prepayment: If you pay off this Contract early, you ☐ may ☒ will not have to pay a penalty. Filing Fees \$ 20.00

Contract Provisions: You can see your Contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

If you do not meet your Contract obligations, you may lose your house, the property that you bought with this loan, or household goods and furniture, your motor vehicle, or money in your account with us.

CREDIT INSURANCE: Credit life insurance and credit disability insurance are not required to obtain credit. Credit life insurance and credit disability insurance will not be provided unless you sign and agree to pay the additional cost.

CREDIT LIFE:	_____ For First Buyer
	_____ For Second Buyer
	_____ For Both Buyers
Premium: \$ _____	
CREDIT DISABILITY:	_____ For First Buyer
	_____ For Second Buyer
	_____ For Both Buyers

PROPERTY INSURANCE: You are required by us to insure the Vehicle securing this Contract. You shall have the option of furnishing the required insurance either through existing policies of insurance owned or controlled by you or procuring and furnishing the equivalent insurance coverage through any insurance company authorized to transact business in Pennsylvania. Insurance covering risks of: 1) loss or liability related to the Vehicle, 2) the use of the Vehicle, 3) goods or services related to the Vehicle, 4) mechanical breakdowns, or a service contract or warranty is optional and not included unless checked and indicated below.

LIABILITY INSURANCE: Liability insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated below.

ITEMIZATION OF AMOUNT FINANCED

Vehicle	\$ 45260.00
(including accessories, delivery, services, and sales tax of \$ 0.00)	
Extended Service Contract	\$ 0.00
Cash Price	\$ 45260.00
Cash Down Payment	\$ 450.00
Manufacturer's Rebate	\$ 0.00
Description of Trade-in	
70 BUDDY 12X80	
Trade-in	\$ 1900.00
Less: Amount Owning (paid by Seller)	\$ 0.00
Net Trade-in	\$ 1900.00
Down Payment	\$ 2350.00
Unpaid Balance of Cash Price (Cash Price less Down Payment)	\$ 42910.00
Paid to Public Officials - Sales Tax / Tire Tax	\$ 0.00
Paid to Property Insurance Company / MCPP	\$ 0.00 0.00
Paid to Credit Life Insurance Company	\$ 0.00
Paid to Credit Disability Insurance Company	\$ 0.00
Filing Fee / UCC	\$ 20.00 0.00
To: Notary & Prep / Flood Report	\$ 20.00 25.00
To: Mortgage (see Remittances / Improvements)	\$ 200.00 0.00
Other Charges (including Amounts Paid to Others on Your Behalf)	\$ 365.00
(Less) Prepaid Finance Charges	\$ 5.00
Amount Financed (Unpaid Balance of Cash Price plus Other Charges)	\$ 43270.00

You agree to the terms on pages 1, 2, and 3 of this Contract

ADDITIONAL TERMS OF THE CONTRACT AND SECURITY AGREEMENT

GENERAL TERMS: As used in this document, Contract includes the terms of the Contract and Security Agreement. You have been given an opportunity to purchase the Vehicle and/or services described on page 1 for the cash price or the total sale price. The total sale price is the total price of the Vehicle and/or services if you buy it over time. The total sale price shown in the TRUTH IN LENDING DISCLOSURES is based on the assumption that all payments will be made as scheduled. You agree to buy this property and/or services from us at the actual total sale price according to the terms of this Contract.

You agree this Contract will be governed by the law of the State of Pennsylvania. You agree that we have not made any oral warranties or promises regarding the property. This Contract takes effect when signed by you. If any part of this Contract cannot be enforced, this fact will not affect the remaining terms.

WARRANTY: Vehicle warranty information is supplied to you separately.

PREPAYMENT: You may prepay this Contract in part or in full at any time. Any partial payment will not excuse any later scheduled payments until you pay in full.

OWNERSHIP AND DUTIES TOWARD PROPERTY: By giving us a security interest in the Vehicle, you represent and agree to the following.

- You will defend this property against any claim made by anyone else. You will do whatever is necessary to keep our claim to the Vehicle ahead of the claim of anyone else.
- The security interest you are giving us in this Vehicle comes ahead of the claim of any other of your general or secured creditors. You have signed or immediately will sign any additional documents or provide us with any additional information we may require to keep our claim to the Vehicle ahead of the claim of anyone else. You will not do anything to change our interest in the Vehicle.
- You will keep the Vehicle in your possession in good condition and repair. You will use the Vehicle only for the

B. We, in good faith, believe that the prospect of payment or the prospect of your performance of any other of your obligations under this Contract is impaired.

If you default, you agree to pay court costs we incur to collect this Contract as well as attorneys' fees if we refer this Contract for collection to an attorney.

If an event of default occurs as to any one of you, we may exercise our remedies against any or all of you.

REMEDIES: If you are in default on this Contract, we have all of the remedies provided by law and this Contract.

A. We may require you to immediately pay us the remaining unpaid balance of the amount financed, finance charges, less any refund required by law, and all other agreed charges.

B. We may pay taxes, assessments, or other liens or make repairs to the Vehicle if you have not done so. We are not required to do so. Any amount we pay will be added to the amount you owe us, will be immediately due, and will earn interest from the date paid at the highest lawful contract rate permitted by law until paid in full.

C. We may immediately take possession of the Vehicle by legal process or self help, but in doing so we may not breach the peace or unlawfully enter onto your premises. We may then sell the Vehicle and apply what we receive as provided by law to our reasonable expenses and then toward your secured obligations.

D. We may be entitled to a deficiency judgment against you if the proceeds of the sale do not pay all of the expenses and what you owe us (except when prohibited by law).

By choosing any one or more of these remedies, we do not waive our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of the intended sale or disposition of the Vehicle, this notice will be considered reasonable if sent by mail to your last known address, as reflected in our records, at least 10 days before the date of the intended disposition (or such other period of time as is required by law).

REINSTATEMENT: If the Vehicle has been repossessed or taken through legal action, we may reinstate the Contract and return the Vehicle to you. The Contract will be reinstated if you pay all past due installments, or court default, plus any other amount lawfully due under the Contract. In addition, you agree to pay for the costs of and if we retake the Vehicle through legal action. If default has existed for more than 15 days at the time of repossession, the expenses for retaking, repairing, and storing the Vehicle as authorized by law must also be paid by you.

NOTICE OF PROPOSED INSURANCE: You take notice that group credit life insurance coverage and/or group credit accident and health insurance coverage will be applicable to this Contract if so marked on page 1. Group credit life insurance coverage and/or group credit accident and health insurance coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person signing the request for such insurance for each person signing the request for (not credit life insurance). The amount of charge is indicated for each type of credit insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the originally scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to us a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

INSURANCE: You agree to buy insurance on the Vehicle against the risks and for the amounts we require. You will name us as loss payee on any such policy. We may require added security on this Contract if you agree that insurance proceeds may be used to repair or replace the Vehicle. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will buy the insurance from a firm authorized to do business in Pennsylvania. You will keep the insurance until this Contract is paid in full.

If you fail to obtain or maintain this insurance, we may obtain insurance to protect our interest in the Vehicle. If you fail to name us as loss payee, we may obtain insurance to protect our interest in the Vehicle. We will notify you if we do so. The cost of such insurance will be added to the amount you owe us. The cost will be immediately due. The cost will accrue interest at the highest

FTC NOTICES

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

IF YOU ARE BUYING A USED VEHICLE, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

THIRD PARTY AGREEMENT

By signing below you agree to give us a security interest in the Vehicle described on page 1. You also agree to be bound by the terms of this Contract, including the WAIVER section on page 2. EXCEPT that you will not be liable for the payments it requires. You agree that we may renew, extend, or change this Contract. You also agree that we may release any party or Vehicle without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract and Security Agreement.

X _____ Date _____

Name _____

NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer:

Mat R. Jones 5/24/96
Signature: _____ Date: _____
Amie T. Jones 5/24/96
Signature: _____ Date: _____

Buyer:

Signature: _____ Date: _____
Signature: _____ Date: _____

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS RETAIL INSTALLMENT CONTRACT

Buyer:

Mat R. Jones 5/24/96
Signature: _____ Date: _____
Amie T. Jones 5/24/96
Signature: _____ Date: _____

Buyer:

Signature: _____ Date: _____
Signature: _____ Date: _____

ASSIGNMENT: This Contract and Security Agreement is assigned to HARRIS SAVINGS BANK

(name and address), the Assignee, under the terms of the ASSIGNMENT BY SELLER below

Seller: ASHLAND HOMES/SHIPPENVILLE

By: Dennis R. Knight SA

ASSIGNMENT BY SELLER

Seller sells and assigns this Retail Installment Contract and Security Agreement on 5/24 1996 to HARRIS SAVINGS BANK, 205 PINE ST, HARRISBURG, PA 171061211 the Assignee, its successors and assigns, all its rights, title and interest in this Contract and Security Agreement, and any guarantee executed in connection with this Contract and Security Agreement.

THIS ASSIGNMENT IS MADE: ☐ UNDER THE TERMS OF A SEPARATE AGREEMENT
☒ PURSUANT TO THE FOLLOWING TERMS.

Seller gives Assignee full power, either in its own name or in Seller's name, to take all legal or other actions which Seller could have taken under this Contract. Seller warrants:

- This Contract represents a sale by Seller to Buyer on a time price basis and not on a cash basis;
- The statements contained in this Contract are true and correct;
- The down payment was made by the Buyer in the manner stated on page 1 and no part of the down payment was loaned or paid to the Buyer by Seller or Seller's representatives;
- This sale was completed in accordance with all applicable federal and state laws and regulations;
- This Contract is valid and enforceable in accordance with its terms;
- The names and signatures on this Contract are not forged, fictitious or assumed, and are true and correct;
- This Contract is not subject to any claims or defenses on the part of the Buyer;
- A completely filled-in copy of this Contract was delivered to the Buyer at the time of execution; and
- The Vehicle has been delivered to the Buyer in good condition and has been accepted by Buyer.

If any of these warranties is breached or untrue, Seller will, upon Assignee's demand, purchase this Contract from Assignee. The purchase shall be in cash in the amount of the unpaid balance (including interest) plus the cost of the contract.

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(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 24, 1996. The mortgagor is LOXMASTER, MARK ALLEN and LOXMASTER, AMY JLENE ("Borrower"). This Security Instrument is given to ASHLAND HOMES/SHIPPENVILLE, which is organized and existing under the laws of PENNSYLVANIA, and whose address is RT. 86 N. SHIPPENVILLE, PA. 16254 ("Lender"). Borrower owes Lender the principal sum of forty-three thousand two hundred and seventy-five and 00/100 plus interest at a rate of 9.5% Dollars (U.S. \$ 43,275.00). 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 JUNE 8, 2016. 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:

SEE ATTACHMENT "A"

which has the address of MCGEE'S MILLS RD., TRAUTVILL, Pennsylvania 15866 ("Property Address");

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Berkshire Systems, Inc., St. Cloud, MN (1-800-397-2341) Form MD-1-PA 8/11/93

Form 3039 9/90 (page 1 of 6)

6-6-96 Assignment 1763/355

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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 seised 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. § 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.

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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

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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.

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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 Reinstatement.** 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 without charge to Borrower. Borrower shall pay any recordation costs.

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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)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

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:

Tim Murphy

Tim Murphy

Mark Allen (Seal)
Borrower

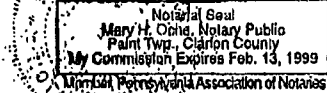
Amy Lene (Seal)
Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, CLARION County ss:
On this, the 24TH day of MAY, 1996, before me, MARY H. OCHS
the undersigned officer, personally appeared MARK ALLEN & AMY LENE
LOWMASTER
proven) to be the person, whose name is known to me (or satisfactorily
acknowledged that they are the mortgagors, subscribed to the within instrument and
executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires: FEBRUARY 13, 1999



Mary H. Ochs
Notary
Title of Officer

IT IS HEREBY certified that the address of the mortgagee in the within mortgage is
RT 88 N, SHIPPENVILLE, PA. 16254

By Heather Puckett

Mobile Consultants, Inc., PO Box 2060, Alliance, OH 44601

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 1:44pm 6-6-96
BY HARRIS SAVINGS BK
FEES 17.50
Karen L. Starck, Recorder

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

Entered of Record 6-6 1996, 1:44pm Karen L. Starck, Recorder

This Deed

MADE THE

16th

Day of

September

in the year

of our Lord one thousand nine hundred eighty-six (1986)

BETWEEN

HARRY JAMES TAYLOR, HOMER DELANEY THOMPSON, and
DANIEL OTTERBEIN GREENAWALT, of Ardara, Pennsylvania,

Grantor S,

and

MARK A. LOWMASTER and AMY I. LOWMASTER, husband and
wife, of Box 71, Troutville, PA, to be held by them as tenants
by the entirety,

Grantees :

WITNESSETH, that in consideration of ONE and no/100ths (\$1.00)-----

Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantor s do hereby grant and convey
to the said grantee s, their heirs and assigns,

ALL that certain piece or parcel of land located in the Township of Brady,
County of Clearfield and Commonwealth of Pennsylvania, bounded and described
as follows:

BEGINNING at a point on line of land of Raymond V. Neidrick; thence north
sixty-six (66) degrees fifty-four (54) minutes twenty (20) seconds east four hun-
dred eighty and twenty-nine one hundredths (480.29) feet on the northwest corner
of Parcel C; thence along Parcel C, south forty-two (42) degrees sixteen (16) min-
utes ten (10) seconds east five hundred sixty-five and forty-six one hundredths
(565.46) feet on the southeast corner of Parcel E; thence along Parcel E north
seventy-nine (79) degrees twenty (20) minutes twenty (20) seconds west one hun-
dred fifty-three and twenty-seven one hundredths (153.27) feet; thence continuing
along Parcel E north seventy-four (74) degrees twenty-two (22) minutes fifty-two
(52) seconds west three hundred twenty-eight and eighty one hundredths (328.80)
feet to a point; thence continuing along Parcel E north seventy-two (72) degrees
eighteen (18) minutes sixteen (16) seconds west three hundred seventy-two and
fifty-one one hundredths (372.51) feet to a point and place of beginning. Contain-
ing approximately 3.1 acres and being the premises set forth as Parcel B on the
survey of General Engineers and Technicians dated September 20, 1973, copy of
which is attached hereto.

BEING the same parcel granted and conveyed to Harry James Taylor, Homer
Delaney Thompson and Daniel Otterbein Greenawalt by deed of Raymond V. Neidrick
and Delores T. Neidrick, husband and wife, dated October 31, 1973, and recorded
in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed
Book 666, page 093.

FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

By law, this law firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period, no further action will be taken to obtain Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.

This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. § 4904 relating to unsworn falsifications to authorities, that he/she is Lisa Marsh,
AUP/coll mgmt officer of Waypoint Bank, plaintiff herein,
(TITLE) (COMPANY)

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

Lisa Marsh
(Signature)

02001013

FILED

JAN 10 2002

Att'y Hon'g Pd \$80.00

~~W~~ M/2:09/2cc Sherry

William A. Shaw

Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11958

WAYPOINT BANK f/k/a HARRIS SAVINGS BANK

02-53-CD

VS.

LOWMASTER, MARK A. and AMY I.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JANUARY 23, 2002 AT 1:00 PM EST SERVED THE WITHIN COMPLAINT
IN MORTGAGE FORECLOSURE ON MARK A. LOWMASTER, DEFENDANT AT
RESIDENCE, MCGEE'S MILLS ROAD, TROUTVILLE, CLEARFIELD COUNTY
PENNSYLVANIA BY HANDING TO LAURA LOWMASTER, DAUGHTER A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE
AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: COUDRIET

NOW JANUARY 23, 2002 AT 1:00 PM EST SERVED THE WITHIN COMPLAINT
IN MORTGAGE FORECLOSURE ON AMY I. LOWMASTER a/k/a AMY ILENE
LOWMASTER, DEFENDANT AT RESIDENCE, MCGEES MILL ROAD, TROUTVILLE,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LAURA LOWMASTER,
DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN
MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS
THEREOF.
SERVED BY: COUDRIET

Return Costs

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

FILED

MAR 25 2002
01930 am
William A. Shaw
Prothonotary

Sworn to Before Me This

25th Day Of March 2002
Jacqueline Kendrick
Deputy Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Maulya Harris
Chester A. Hawkins
Sheriff

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

WAYPOINT BANK, f/k/a
HARRIS SAVINGS BANK,

Plaintiff,

NO: 02-53 CD

vs.

MARK A. LOWMASTER and
AMY I. LOWMASTER a/k/a
AMY ILENE LOWMASTER,

Defendants.

TYPE OF PLEADING:

PRAECIPE FOR WRIT OF EXECUTION

Filed on Behalf of:

PLAINTIFF

Counsel or Record for this Party:

Kimberly J. Hong
PA I.D. #74950

Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
WWR #02001013

FILED

APR 01 2002 *File*
m/1:45/Smr
William A. Shaw PD
Prothonotary
No Cert copies 20. -
6 WRITS TO SHER

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

WAYPOINT BANK, f/k/a
HARRIS SAVINGS BANK,

Plaintiff;

NO: 02-53 CD

vs.

MARK A. LOWMASTER and
AMY I. LOWMASTER a/k/a
AMY ILENE LOWMASTER,

Defendants.

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter, directed to the Sheriff of Clearfield County against Defendants, Mark A. Lowmaster and Amy I. Lowmaster a/k/a Amy Ilene Lowmaster for the amount of:

1. Judgment Amount	\$ 42,461.20
Interest at the rate of \$10.14 per diem from 3/11/02 to sale date	\$ 1,460.16
2. Late Charges thru sale date	\$ <u>100.85</u>
TOTAL	\$ 44,022.21

With continuing interest at the aforesaid rate plus appropriate additional attorney fees and costs.

Costs (to be added by Prothonotary)

\$ 177.00

Date: _____

3/25/02

Kimberly J. Hong
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219

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

Waypoint Bank, f/k/a
Harris Saving Bank

Vs.

NO.: 2002-00053-CD

Mark A. Lowmaster ,
Amy I. Lowmaster a/k/a
Amy Ilene Lowmaster

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due WAYPOINT BANK, , Plaintiff(s) from MARK A. LOWMASTER ,
AMY I. LOWMASTER a/k/a Amy Ilene Lowmaster, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
McGee's Mill Road, Troutville, PA Deed Book Vol. 1113 Page 472, Parcel No. 107-B7-63
- (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: \$44,022.21

PAID: \$177.00

INTEREST: \$10.14 per diem from 3/11/02 to date of
sale

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 04/01/2002

William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: Kimberly J. Hong
2718 Koppers Building
436 Seventh Ave.
Pittsburgh, PA 15219

Sheriff

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

WAYPOINT BANK, f/k/a
HARRIS SAVINGS BANK,

Plaintiff

No. 02-53 CD

vs.

MARK A. LOWMASTER and
AMY I. LOWMASTER a/k/a
AMY ILENE LOWMASTER,

Defendants

PRAECIPE FOR DEFAULT JUDGMENT

FILED

MAR 14 2002

I HEREBY CERTIFY THE ADDRESS OF PLAINTIFF IS:

P.O. Box 2060
Alliance, OH 44601

William A. Shaw
Kimberly J. Hong, Esquire
PA I.D. NO. 74950

AND THE DEFENDANT IS:

McGees Mill Road
Troutville, PA 15866

WELTMAN, WEINBERG & REIS CO., L.P.A.

BY: 
ATTORNEYS FOR PLAINTIFF

Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02001013

**THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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

WAYPOINT BANK, f/k/a
HARRIS SAVINGS BANK,

Plaintiff

No. 02-53 CD

vs.

MARK A. LOWMASTER and
AMY I. LOWMASTER a/k/a
AMY ILENE LOWMASTER,

Defendants

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendants, Mark A. Lowmaster and Amy I. Lowmaster a/k/a Amy Ilene Lowmaster, above named, in the default of an Answer, in the amount of \$42,461.20 computed as follows:

Principal	\$ 38,963.02
Interest thru 3/11/02	
at the legal interest rate of \$10.14 per diem	\$ 2,309.18
Late Charges thru 3/11/02	\$ 0.00
Insurance thru 3/11/02	\$ 139.00
Execution Costs thru 3/11/02	\$ 0.00
Attorneys fees thru 3/11/02	\$ 1,000.00
Title Search	\$ 50.00
TOTAL	\$ 42,461.20

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

Kimberly J. Hong
Welman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

AFFIDAVIT OF NON-MILITARY SERVICE

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

Kimberly J. Hong
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

WAYPOINT BANK, f/k/a HARRIS
SAVINGS BANK,

Plaintiff

vs.

Civil Action No. 02-53-CD

MARK A. LOWMASTER and
AMY I. LOWMASTER a/k/a
AMY ILENE LOWMASTER,

Defendants.

IMPORTANT NOTICE

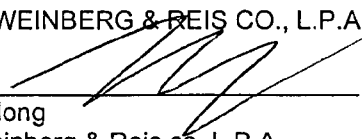
TO: Mark A. Lowmaster
McGees Mill Road
Troutville, PA 15866

Date of Notice: 2-26-02

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN 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:

**PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-692-7375**

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
Kimberly J. Hong
Weltman, Weinberg & Reis co. L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

WAYPOINT BANK, f/k/a HARRIS
SAVINGS BANK,

Plaintiff

vs.

Civil Action No. 02-53-CD

MARK A. LOWMASTER and
AMY I. LOWMASTER a/k/a
AMY ILENE LOWMASTER,

Defendants.

IMPORTANT NOTICE

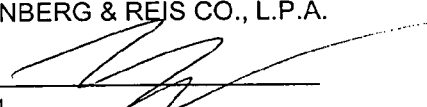
TO: Amy I. Lowmaster
McGees Mill Road
Troutville, PA 15866

Date of Notice: 2-26-02

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN 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:

**PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-692-7375**

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
Kimberly J. Hong
Weltman, Weinberg & Reis co. L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

**THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

FILED

M/2:50
MAR 14 2002

William A. Shaw
Prothonotary

Atty pd. 20:00

Notice to Defendants

Statement to Atty



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

WAYPOINT BANK, f/k/a
HARRIS SAVINGS BANK,

Plaintiff

No. 02-53 CD

COPY

vs.

MARK A. LOWMASTER and
AMY I. LOWMASTER a/k/a
AMY ILENE LOWMASTER,

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: Mark A. Lowmaster
McGees Mill Road
Troutville, PA 15866

- ☐ Plaintiff
☒ Defendant
☐ Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on _____

- ☐ Assumpsit Judgment in the amount of \$_____ plus costs.
☒ Mortgage Foreclosure in the amount of \$42,461.20 plus costs.
☐ Trespass Judgment in the amount of \$_____ plus costs.
☐ If not satisfied within sixty (60) days, your motor vehicle operator's
license and/or registration will be suspended by the Department of
Transportation, Bureau of Traffic Safety, Harrisburg, PA.
☒ Entry of Judgment of
☐ Court Order
☐ Non-Pros
☐ Confession
☒ Default
☐ Verdict
☐ Arbitration Award

Prothonotary

By: William L. Hahn
PROTHONOTARY (OR DEPUTY)

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

WAYPOINT BANK, f/k/a
HARRIS SAVINGS BANK,

Plaintiff

No. 02-53 CD

COPY

vs.

MARK A. LOWMASTER and
AMY I. LOWMASTER a/k/a
AMY ILENE LOWMASTER,

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: Amy I. Lowmaster a/k/a Amy Ilene Lowmaster
McGees Mill Road
Troutville, PA 15866

- ☐ Plaintiff
☒ Defendant
☐ Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on _____

- ☐ Assumpsit Judgment in the amount of \$_____ plus costs.
☒ Mortgage Foreclosure in the amount of \$42,461.20 plus costs.
☐ Trespass Judgment in the amount of \$_____ plus costs.
☐ If not satisfied within sixty (60) days, your motor vehicle operator's
license and/or registration will be suspended by the Department of
Transportation, Bureau of Traffic Safety, Harrisburg, PA.
☒ Entry of Judgment of
☐ Court Order
☐ Non-Pros
☐ Confession
☒ Default
☐ Verdict
☐ Arbitration Award

Prothonotary

By: _____

PROTHONOTARY (OR DEPUTY)

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

COPY

Waypoint Bank
Plaintiff(s)

No.: 2002-00053-CD

Real Debt: \$42,461.20

Atty's Comm:

Vs.

Costs: \$

Int. From:

Mark A. Lowmaster
Amy I. Lowmaster
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 14, 2002

Expires: March 14, 2007

Certified from the record this 14th day of March, 2002

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

WAYPOINT BANK, f/k/a HARRIS SAVINGS
BANK,

Plaintiff,

v.

MARK A. LOWMASTER and
AMY I. LOWMASTER a/k/a
AMY ILENE LOWMASTER,

Defendants.

NO. 02-53 CD

ISSUE NO. :

CODE:

TYPE OF PLEADING:

**MOTION FOR SERVICE OF NOTICE
OF SHERIFF'S SALE PURSUANT TO
SPECIAL ORDER OF COURT AND
ORDER OF COURT**

FILED ON BEHALF OF:
PLAINTIFF

COUNSEL OF RECORD FOR THIS
PARTY:

Kimberly J. Hong, Esquire
Pa. I.D. #74950

WELTMAN, WEINBERG & REIS CO., L.P.A.
Firm #339
2718 KOPPERS BUILDING
436 SEVENTH AVENUE
PITTSBURGH, PA 15219
(412) 434-7955
WWR#02001013

FILED

JUL 22 2002

m12:32/10CC

William A. Shaw
Prothonotary

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

WAYPOINT BANK, f/k/a
HARRIS SAVINGS BANK,

Plaintiff,

NO. 02-53 CD

v.

MARK A. LOWMASTER and
AMY I. LOWMASTER a/k/a
AMY ILENE LOWMASTER,

Defendants.

**MOTION FOR SERVICE OF NOTICE OF SHERIFF'S SALE PURSUANT TO SPECIAL ORDER
OF COURT**

And now, comes, Waypoint Bank, et. al., by and through its attorneys, WELTMAN, WEINBERG & REIS CO., L.P.A., and files this Motion for Service of Notice of Sheriff's Sale Pursuant to Special Order of Court under Pennsylvania Rule of Civil Procedure 430 as follows:

1. On or about January 10, 2002, Plaintiff filed a Complaint in Mortgage Foreclosure against Defendants, at the above-captioned number and term.

2. On or about January 10, 2002, the Plaintiff delivered to the Sheriff of Clearfield County a copy of the Civil Action-Complaint in Mortgage Foreclosure filed by Plaintiff at the above-captioned number and term along with directions requesting that Defendants be served a copy of the Complaint in Mortgage Foreclosure at their last known address McGees Mill Road, Troutville, PA 15866.

3. On or about January 23, 2002, Plaintiff received a phone call from the Clearfield County Sheriff's Office indicating that the Defendants were served with the Complaint in Mortgage Foreclosure.

4. On or about March 14, 2002, Plaintiff entered judgment against Defendants.

5. On or about April 1, 2002, Plaintiff filed a Writ of Execution in Mortgage Foreclosure against Defendants at the above-captioned number and term.

6. On or about April 1, 2002, the Plaintiff delivered to the Sheriff of Clearfield County a copy of the Notice of Sheriff's Sale in Mortgage Foreclosure filed by Plaintiff at the above-captioned number and term along with directions requesting that Defendants be served a copy of the Notice of Sheriff's Sale in Mortgage Foreclosure at their last known address being McGees Mill Road, Troutville, PA 15866.

7. On or about June 4, 2002, Plaintiff received a telephone call from the Sheriff of Clearfield County indicating that they served Amy I. Lowmaster a/k/a Amy Ilene Lowmaster at the address given. However, they were unable to serve the Defendant, Mark A. Lowmaster with a copy of the Notice of Sheriff's Sale in Mortgage Foreclosure, because the defendant had moved.

8. On or about April 30, 2002, Plaintiff mailed Defendants copies of the Notice of Sheriff's Sale at their last known address being McGees Mill Road, Troutville, PA 15866.

9. On or about May 22, 2002, Plaintiff received the envelope for the Defendant, Mark A. Lowmaster, marked "attempted not known" indicating that he was not served with the Notice of Sale.

10. On or about June 10, 2002, Plaintiff mailed Defendant, Mark A. Lowmaster a copy of the Notice of Sheriff's Sale at P.O. Box 71, Troutville, PA 15866. On or about June 19, 2002, Plaintiff received the envelope for the Defendant marked "unclaimed" indicating that he was not served with the Notice of Sale.

11. The Sheriff of Clearfield County posted the property at McGees Mill Road, Troutville, PA 15866 with the Notice of Sale and the Sheriff's Handbill of Sale.

12. An Affidavit of the Plaintiff stating the nature and extent of the investigation which has been made to determine the whereabouts of Defendant, Mark A Lowmaster and the reasons why service of the Notice of Sheriff's Sale cannot be made, is marked Exhibit "A", attached hereto and made a part hereof.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court permit Plaintiff to serve Defendant, Mark A. Lowmaster, with the Notice of Sheriff's Sale, by mailing the notice by first class mail, certificate of mailing, to P.O. Box 71, Troutville, PA 15866 and McGees Mill Road, Troutville, PA 15866, with service to be complete and valid upon mailing.

WELTMAN, WEINBERG & REIS CO., L.P.A.



Kimberly J. Hong, Esquire
Pa. I.D. #74950
Attorneys for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

WAYPOINT BANK, f/k/a
HARRIS SAVINGS BANK,

Plaintiff,

NO. 02-53 CD

v.

MARK A. LOWMASTER and
AMY I. LOWMASTER a/k/a
AMY ILENE LOWMASTER,

Defendants.

PA. R.C.P. RULE 403 (a) AFFIDAVIT

Before me, the undersigned authority, a Notary Public in and for the said County and Commonwealth, personally appeared Kimberly J. Hong, attorney for the Plaintiff and deposes and says that the following accurately reflects efforts made to ascertain the exact whereabouts of the Defendant, Mark A. Lowmaster, named in the above-captioned matter.

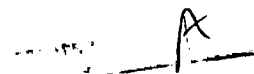
1. On or about June 5, 2002, Plaintiff sent a Postal Verification to the Postmaster for Troutville, PA 15866.

2. On June 10, 2002, Plaintiff received a response from the Postmaster indicating that Defendant, Mark A. Lowmaster, had a forwarding address of P.O. Box 71, Troutville, PA 15866. A true and correct copy of the Postal Verification is marked as Attachment "A", attached hereto and made a part hereof.

3. Plaintiff conducted a search with the Clearfield County directory assistance; said search failed to yield any information for Defendant, Mark A. Lowmaster.

4. Plaintiff conducted a search in the Voters Registration Office of Clearfield County; said search failed to yield any information on the Defendant, Mark A. Lowmaster.

5. Plaintiff conducted a search with the tax assessors office; said search provided

A handwritten signature, possibly reading "K. Hong", is written in ink at the bottom right of the page.

the address of McGees Mill Road, Troutville, PA 15866.

6. Plaintiff conducted a search with Trans Union Credit Report, said search provided the current address of P.O. Box 71, Troutville, PA 15866.

Finally, affiant deposes and says that after the foregoing investigation, the exact whereabouts of Defendant, Mark A. Lowmaster, remain unknown to the Plaintiff.

WELTMAN, WEINBERG & REIS CO., L.P.A.

Kimberly J. Hong, Esquire
Pa. I.D. #74950
Attorneys for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

Sworn to and subscribed before me

this 18th day of July, 2002.

Angela M. Schofield
Notary Public

NOTARIAL SEAL
ANGELA M. SCHOFIELD, NOTARY PUBLIC
CITY OF PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MARCH 8, 2006

1stmaster:
Troutville, PA 15806

10/5

Request for Change of Address or Boxholder
Information Needed for Service of Legal Process

Please furnish the new address or the name and street address (if a boxholder) for the following:

name: MARK A. LAUMASTER
address: McGees Mill Rd.

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: Kimberly J. Hong Esquire, Attorney for Plaintiff.
2. Statute or regulation that empowers me to serve process: N/A
3. The names of all known parties to the litigation: Waypoint Bank vs. Laumaster
4. The Court in which the case has been or will be heard: Court of Common Pleas
5. The docket or other identifying number if one has been issued: 02-53 CD
6. The capacity in which this individual is to be served: Defendant

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OF (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1031).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

[Signature]
Signature

KASEY L. STACK

WELTMAN, WEINBERG & REIS CO., L.P.A.
2601 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

WWR#02001013
FOR POST OFFICE USE ONLY

BOXHOLDER'S POSTMARK
☐ Not known at address given.
☐ Moved, left no forward address.
☐ No such address.
☐ No change of address on file.

XXX PLEASE INDICATE PHYSICAL ADDRESS

NEW ADDRESS or NAME and STREET ADDRESS

EXHIBIT A

PO Box 71
Troutville PA 15866

CERTIFICATE OF SERVICE

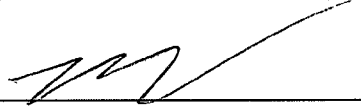
The undersigned hereby certifies that true and correct copies of the within Motion for Service of Notice of Sheriff's Sale Pursuant to Special Order of Court and Order of Court were mailed to the following on this 17th day of July, 2002, by first class, U.S. Mail, postage pre-paid:

Mark A. Lowmaster
McGees Mill Road
Troutville, PA 15866

Mark A. Lowmaster
P.O. Box 71
Troutville, PA 15866

Respectfully Submitted:

WELTMAN, WEINBERG & REIS CO., L.P.A.



Kimberly J. Hong, Esquire
Pa. I.D. #74950
Attorneys for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

WAYPOINT BANK, f/k/a
HARRIS SAVINGS BANK,

Plaintiff,

NO. 02-53 CD

v.

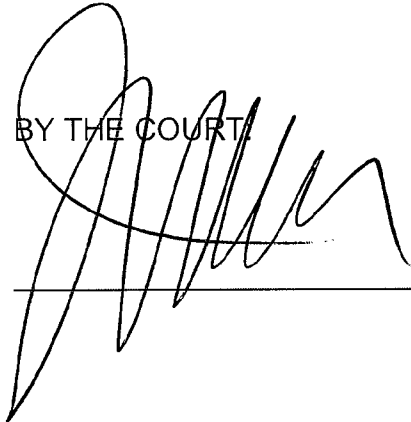
MARK A. LOWMASTER and
AMY I. LOWMASTER a/k/a
AMY ILENE LOWMASTER,

Defendants.

ORDER OF COURT

AND NOW, to wit, this 20th day of July, 2002, upon consideration of the within Motion for Special Service of Notice of Sheriff's Sale Pursuant to Special Order of Court, it is hereby ORDERED, ADJUDGED and DECREED that the Plaintiff is permitted to serve Defendant, Mark A. Lowmaster, with the Notice of Sheriff's Sale, by mailing the notice by first class mail, certificate of mailing, to McGees Mill Road, Troutville, PA 15866 and P.O. Box 71, Troutville, PA 15866, with service to be complete and valid upon mailing.

BY THE COURT



_____ J.

FILED

JUL 29 2002
0131012cc atty Hong
William A. Shaw
Prothonotary
Keb

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

WAYPOINT BANK, f/k/a
HARRIS SAVINGS BANK,

Plaintiff,

vs.

NO: 02-53 CD

MARK A. LOWMASTER and
AMY I. LOWMASTER a/k/a
AMY ILENE LOWMASTER,

Defendants.

TYPE OF PLEADING:

DEFENDANT AFFIDAVIT OF SERVICE

Filed on Behalf of:

Plaintiff

Counsel or Record for this Party:

Kimberly J. Hong
PA I.D. #74950

Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
WWR #02001013

FILED

AUG 16 2002
m/1:55/10CC
William A. Shaw *WAS*
Prothonotary

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

WAYPOINT BANK, f/k/a
HARRIS SAVINGS BANK,

Plaintiff,

NO: 02-53 CD

vs.

MARK A. LOWMASTER and
AMY I. LOWMASTER a/k/a
AMY ILENE LOWMASTER,

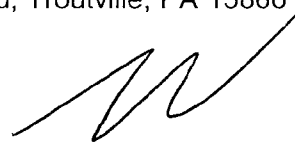
Defendants

AFFIDAVIT OF SERVICE

BEFORE ME, the undersigned authority, personally appeared Kimberly J. Hong, Esquire, who according to law deposes and says that a copy of the Notice of Sheriff's Sale has been served on the Defendant, Mark A. Lowmaster.

1. On or about July 30, 2002, Plaintiff received a signed Order of Court, permitting Plaintiff to serve Defendant with the Notice of Sheriff's Sale. Service to be complete upon mailing the notice first class, certificate of mailing to McGees Mill Road, Troutville, PA 15866 and PO Box 71 Troutville, PA 15866.

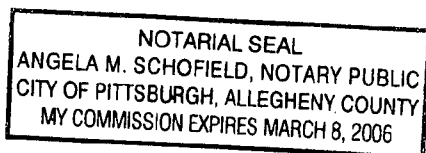
2. On or about July 31, 2002, Plaintiff mailed Defendant, a copy of the Notice of Sheriff's Sale, by first class mail, certificate of mailing, to McGees Mill Road, Troutville, PA 15866 and PO Box 71 Troutville, PA 15866.



Kimberly J. Hong
Attorneys for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Sworn to and subscribed before me
This 8th day of August, 2002.


Notary Public



#02001013

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

WAYPOINT BANK, f/k/a
HARRIS SAVINGS BANK,

Plaintiff,

NO. 02-53 CD

v.

MARK A. LOWMASTER and
AMY I. LOWMASTER a/k/a
AMY ILENE LOWMASTER,

Defendants.

ORDER OF COURT

AND NOW, to wit, this 29th day of July, 2002, upon consideration of the within Motion for Special Service of Notice of Sheriff's Sale Pursuant to Special Order of Court, it is hereby ORDERED, ADJUDGED and DECREED that the Plaintiff is permitted to serve Defendant, Mark A. Lowmaster, with the Notice of Sheriff's Sale, by mailing the notice by first class mail, certificate of mailing, to McGees Mill Road, Troutville, PA 15866 and P.O. Box 71, Troutville, PA 15866, with service to be complete and valid upon mailing.

BY THE COURT:

/s/ JOHN K. REILLY, JR.

J.

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

JUL 29 2002

Attest.

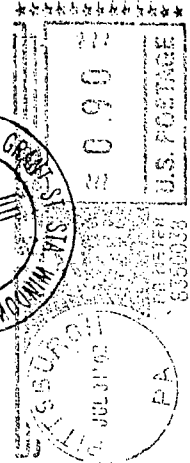
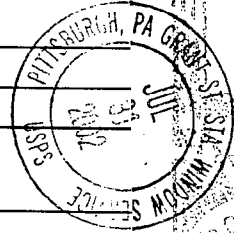
[Signature]
Prothonotary/
Clerk of Courts

EXHIBIT A

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From Weitman, Weinberg & Reis Co., L.P.A.	
2718 Koppers Bldg.	
436 7th Avenue	
Pittsburgh, PA 15219	
(412) 434-7955	
One piece of ordinary mail addressed to:	
Mark A. Lowmaster	
P.O. Box 71	
Troutville, PA 15866	

PS Form 3817, January 2001

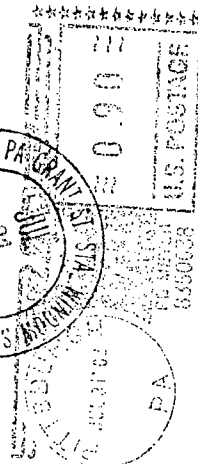
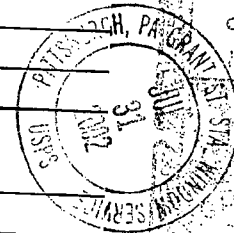
HJK



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2718 Koppers Bldg.	
436 7th Avenue	
Pittsburgh, PA 15219	
(412) 434-7955	
One piece of ordinary mail addressed to:	
Mark A. Lowmaster	
McGees Mill Road	
Troutville, PA 15866	

PS Form 3817, January 2001

HJK



EXHIBIT

B

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12326

WAYPOINT BANK F/K/A HARRIS SAVINGS BANK

02-053-CD

VS.

LOWMASTER, MARK A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, APRIL 26, 2002 @ 1:40 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS, MARK A. LOWMASTER AND AMY I LOWMASTER. THE PROPERTY WAS ALSO POSTED THIS DATE.

A SALE DATE OF JULY 12, 2002 WAS SET.

NOW, MAY 20, 2002 SERVED AMY I. LOWMASTER AT CLEARFIELD COUNTY COURTHOUSE, ONE NORTH SECOND STREET, CLEARFIELD, CLEARFIELD COUNTY PENNSYLVANIA BY HANDING TO AMY I. LOWMASTER A TRUE AND ATTESTED ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF LEVY AND MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, JULY 8, 2002 RECEIVED A LETTER FROM ATTORNEY TO CONTINUE SALE TO OCTOBER 4, 2002 TO OBTAIN SERVICE.

NOW, AUGUST 16, 2002 RECEIVED ORDER OF SERVICE BY MAILING FOR MARK A. LOWMASTER.

NOW, OCTOBER 4, 2002 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS MARK A. LOWMASTER AND AMY I. LOWMASTER. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, OCTOBER 15, 2002 BILLED ATTORNEY FOR COSTS DUE.

NOW, OCTOBER 29, 2002 RECEIVED A CHECK FROM ATTORNEY FOR COSTS.

NOW, NOVEMBER 14, 2002 PAID COSTS FROM ADVANCE AND ATTORNEY CHECK.

NOW, NOVEMBER 18, 2002 RETURNED WRIT AS SALE BEING HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

FILED

0/2/2-01
NOV 18 2002

William A. Shaw
Prothonetary

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

Sheriff Docket # 12326

WAYPOINT BANK F/K/A HARRIS SAVINGS BANK

02-053-CD

VS.

LOWMASTER, MARK A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, NOVEMBER 18, 2002, DEED WAS FILED.

SHERIFF HAWKINS \$292.44

SURCHARGE \$40.00

PAID BY ATTORNEY

Sworn to Before Me This

18th Day Of Nov 2002

William A. Hawkins

~~Deputy~~ Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Cynthia Butler-Aughenbaugh
Chester A. Hawkins
Sheriff

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

Waypoint Bank, f/k/a
Harris Saving Bank

Vs.

NO.: 2002-00053-CD

Mark A. Lowmaster ,
Amy I. Lowmaster a/k/a
Amy Ilene Lowmaster

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due WAYPOINT BANK, , Plaintiff(s) from MARK A. LOWMASTER ,
AMY I. LOWMASTER a/k/a Amy Ilene Lowmaster, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
McGees Mill Road, Troutville, PA Deed Book Vol. 1113 Page 472, Parcel No. 107-B7-63
- (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: \$44,022.21

PAID: \$177.00

INTEREST: \$10.14 per diem from 3/11/02 to date of
sale


SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

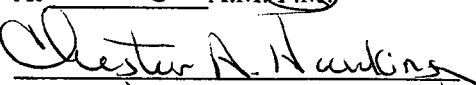
ATTY'S COMM: \$

DATE: 04/01/2002



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 1st day
of April A.D. 2002
At 3:10 A.M./P.M.


Sheriff by Margaret H. Butt

Requesting Party: Kimberly J. Hong
2718 Koppers Building
436 Seventh Ave.
Pittsburgh, PA 15219

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME LOWMASTER NO. 02-053-CD

NOW, October 4, 2002, 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 the 4TH day of OCTOBER 2002, I exposed the within described real estate of MARK A. LOWMASTER, AMY I. LOWMASTER A/K/A AMY ILENE LOWMASTER to public venue or outcry at which time and place I sold the same to WAYPOINT BANK F/K/A HARRIS SAVING BANK he/she being the highest bidder, for the sum of \$1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	13.00
LEVY	15.00
MILEAGE	13.00
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	52.00
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	10.00

TOTAL SHERIFF COSTS 292.44

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	19.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	19.50

DEBIT & INTEREST:

DEBT-AMOUNT DUE	44,022.21
INTEREST FROM 3/11/02 PER DIEM @ \$10.14	
TO BE ADDED TO SALE DATE	

TOTAL DEBT & INTEREST 44,022.21

COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	573.30
LATE CHARGES & FEES	
TAXES - collector SCHOOL TO 12/5/02	1,009.02
TAXES - tax claim TO 12/31/02	
DUE	
COST OF SUIT -TO BE ADDED	
LIEN SEARCH	200.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
ATTORNEY COMMISSION	
SHERIFF COSTS	292.44
LEGAL JOURNAL AD	58.50
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	177.00
MORTGAGE SEARCH	80.00

SATISFACTION FEE

ESCROW DEFICIENCY

MUNICIPAL LIEN

TOTAL COSTS 2,424.76

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

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

WAYPOINT BANK, f/k/a
HARRIS SAVINGS BANK,

Plaintiff,

v.

NO. 02-53 CD

MARK A. LOWMASTER and
AMY I. LOWMASTER a/k/a
AMY ILENE LOWMASTER,

Defendants.

ORDER OF COURT

AND NOW, to wit, this 29th day of July, 2002, upon consideration of the within Motion for Special Service of Notice of Sheriff's Sale Pursuant to Special Order of Court, it is hereby ORDERED, ADJUDGED and DECREED that the Plaintiff is permitted to serve Defendant, Mark A. Lowmaster, with the Notice of Sheriff's Sale, by mailing the notice by first class mail, certificate of mailing, to McGees Mill Road, Troutville, PA 15866 and P.O. Box 71, Troutville, PA 15866, with service to be complete and valid upon mailing.

BY THE COURT:

/s/ JOHN K. REILLY, JR.

J.

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

JUL 29 2002

Attest.

[Signature]
Prothonotary/
Clerk of Courts

EXHIBIT A

WELTMAN, WEINBERG & REIS

Co., L.P.A.

ATTORNEYS AT LAW
2601 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

(412) 434-7955

CLEVELAND, COLUMBUS, CINCINNATI, PITTSBURGH

July 8, 2002

VIA FAX (814) 765-5915

Sheriff of Clearfield County

ATTN: Real Estate Dept.

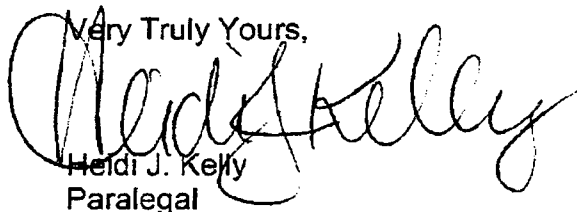
**RE: Waypoint Bank, et. al. vs. Lowmaster
Docket No: 02-53 CD**

Dear Madam or Sir:

Please **continue** the Sheriff's Sale that is scheduled for July 12, 2002 to October 4, 2002. We were unable to serve defendants within the required time frame.

If you should have any questions, please feel free to contact me at the number listed above.

Very Truly Yours,



Heidi J. Kelly
Paralegal

Received
7/9/02

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

COPY

Waypoint Bank
Plaintiff(s)

No.: 2002-00053-CD

Real Debt: \$42,461.20

Atty's Comm:

Vs.

Costs: \$

Int. From:

Mark A. Lowmaster
Amy I. Lowmaster
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 14, 2002

Expires: March 14, 2007

FILED

Certified from the record this 14th day of March, 2002

William A. Shaw, Prothonotary

OCT 31 2003

6/11/40/2
William A. Shaw
Prothonotary

SIGN BELOW FOR SATISFACTION

Received on April 17, 2003, of defendant full satisfaction of this Judgment, Debt,
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Lee Marsh VP
Plaintiff/Attorney

Waypoint Bank
formerly known as
Harris Savings Bank

FILED

OCT 31 2003

William A. Shaw
Prothonotary

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

Waypoint Bank

No.: 2002-00053-CD

Vs.

Debt: \$42,461.20

Amy I. Lowmaster
Mark A. Lowmaster

Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Friday, October 31, 2003 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 31st day of October, A.D. 2003.

Prothonotary