

02-107-CD
S & T BANK -vs- RICHARD V. SHAFER et ux

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

I, the Secretary of Transportation, certify that an application has been made to me, pursuant to the Act of April 29, 1959, P. L. 58 as amended, for a Certificate of Title to the motor vehicle or trailer described hereon.

RICHARD V & ANTONIA M 600
SHAFER
R D 2
DU BOIS PA 15801

76197510983971

CODE LEGEND

A = ANTIQUE VEHICLE
B = FORMERLY A RENTAL VEHICLE
C = FORMERLY A POLICE VEHICLE
F = OUT OF STATE VEHICLE
R = REGISTRATION PROHIBITED
X = FORMERLY A TAXI

VALID WITH SPECIAL PERMIT ONLY

A26706554		74	PENNSYLVANIA		MH	
TITLE NUMBER		YEAR	MAKE OF VEHICLE		MODEL	TYPE & CODES
5028			ZERO			
VEHICLE IDENTIFICATION NUMBER		GROSS WEIGHT	AXLES	SEAT CAP	FUEL	MILEAGE (THOUSAT PURCH
07-19-76		02-13-75	SALES TAX		COLOR	
DATE OF ISSUE		DATE OF TITLE				
The motor vehicle or trailer described hereon is subject to the following liens:						
FIRST LIEN		AMOUNT		LIEN RELEASED		DATE
FAVOR OF		\$18,846.72		THE UNION BANKING & TRUST CO		
LONG AVE		PA 15801		BY		
DU BOIS				AUTHORIZED REPRESENTATIVE		

SECOND LIEN
FAVOR OF:

AMOUNT

LIEN RELEASED

DATE

LIEN HOLDER

BY

AUTHORIZED REPRESENTATIVE



I do further certify that I have used reasonable diligence in ascertaining whether or not the facts stated in said application for this Certificate of Title are true, and that I am satisfied that the applicant is the lawful owner of the motor vehicle or trailer described hereon, or is otherwise entitled to have the same registered in his name.

Wherefore, I certify that the above named applicant has been duly registered in the office of the Pennsylvania Department of Transportation as the lawful owner of the motor vehicle or trailer described hereon.

Witness my hand and seal of office.

William H. Oberbeck
WILLIAM H. OBERBECK P.E.
Secretary of Transportation

KEEP IN A SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

ALL that certain piece or parcel of land situate in and being in the TOWNSHIP OF BRADY, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a 1 inch pipe at the southeast corner of land of Eva Powers of which this is a part and the corner of land of Fred C. Kriner South $81^{\circ} 12'$ West 151.4 feet to a point at the corner of land to be sold to Budd Shaffer; thence along the land to be sold to Budd Shaffer by Eva Powers North $16^{\circ} 47'$ West 83.3 feet to a point; thence along same North $66^{\circ} 43'$ East 61.3 feet to a point; thence still along same North $16^{\circ} 47'$ West 100.0 feet to a point in the centerline of township road T-359; thence along the centerline of T-359 North $73^{\circ} 13'$ East 175.0 feet to a point in the centerline of T-359 and on the corner of land of M. Hartzfeld; thence along land of M. Hartzfeld South $5^{\circ} 26'$ West 228.5 feet to a 1 inch pipe and place of beginning. Containing 0.8 acres.

BEING the same premises which were conveyed to Richard V. Shaffer and Antonia M. Shaffer, husband and wife, by Deed of Eva Powers, widow, dated May 21, 1976, and recorded in Clearfield County Deed Book Vol. 720, Page 538.

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The Commonwealth of Pennsylvania's
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE
PROGRAM

may be able to help save your home.
This Notice explains how the program works.

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your
County are listed at the end of this Notice.

If you need more information call the
PENNSYLVANIA HOUSING FINANCE AGENCY
at 1-800-342-2397
Persons with impaired hearing can call 717-780-1869

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

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



RESOURCE RECOVERY

456 MAIN STREET • P.O. BOX D • BROCKWAY, PA 15824 • 814-268-1130
FAX 814-268-1126

October 15, 2001

RICHARD V SHAFFER
ANTONIA M SHAFFER
754 BANKVIEW DRIVE
COLUMBUS OH 43228

RE: Mortgage Loan #368-00220006220 Note number 00001

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with S & T Bank, you have the right to apply for financial assistance from the Homeowner's Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

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

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

HOW TO CURE YOUR MORTGAGE DEFAULT

The MORTGAGE held by S & T Bank on your property located in Brady Township, Clearfield County, State of Pennsylvania, **IS SERIOUSLY IN DEFAULT** (because you have not made the monthly payment of \$329.00 each for the months of July, August and September, 2001 for a total of \$987.00). Late charges (and other costs) have also accrued to date in the amount of \$36.42. The total amount past due required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is **\$1023.42**.

You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO S & T BANK, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD**. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

S & T Bank
Resource Recovery Department
456 Main Street, PO Box D
Brockway, PA 15824

If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **S & T BANK INTENDS TO EXERCISE IT RIGHTS TO ACCELERATE THE MORTGAGE DEBT.** This means that the entire outstanding balance of this debit will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, S & T Bank also intends to instruct its attorneys to start legal action to **FORECLOSE UPON YOUR MORTGAGED PROPERTY.**

The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If S & T Bank refers your case to its attorneys, but you cure the delinquency before S & T Bank begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by S & T Bank even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe S & T Bank, which may also include other reasonable costs. **IF YOU CURE THE DEFAULT WITHIN THE THIRTY (30) DAY PERIOD, YOU WILL NOT BE REQUIRED TO PAY ATTORNEY'S FEES.**

S & T Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by S & T Bank and by performing any other requirements under the mortgage. **CURING YOUR DEFAULT IN THE MANNER SET FORTH IN THIS NOTICE WILL RESTORE YOUR MORTGAGE TO THE SAME POSITION AS IF YOU HAD NEVER DEFAULTED.**

It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **APPROXIMATELY 6 MONTHS FROM THE DATE OF THIS NOTICE.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what is required or action will be by contacting a representative from S & T Bank at:

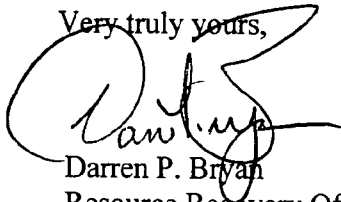
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Very truly yours,

A handwritten signature in black ink, appearing to read "Darren P. Bryan", is written over a circular stamp or seal.

Darren P. Bryan
Resource Recovery Officer

DPB/amb
Enclosure

CLEARFIELD COUNTY

Keystone Economic Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
Fax: (814) 539-1688

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
Fax: (724) 465-5118

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

CCCS of Northeastern PA
1631 S. Atherton Street, Suite 100
State College, PA 16801
(814) 238-3668
Fax: (814) 238-3669

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

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October 15, 2001

RICHARD V SHAFFER
ANTONIA M SHAFFER
RD #1
LUTHERSBURG PA 15848

RE: Mortgage Loan #368-00220006220 Note number 00001

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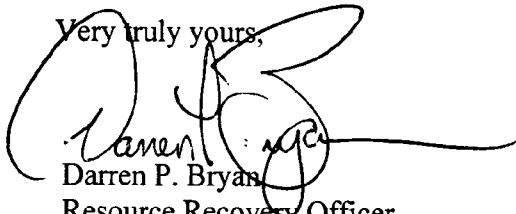
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Very truly yours,



Darren P. Bryan
Resource Recovery Officer

DPB/amb
Enclosure

CLEARFIELD COUNTY

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1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
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(814) 944-8100
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State College, PA 16801
(814) 238-3668
Fax: (814) 238-3669

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

ADJUSTABLE RATE NOTE

(3 Year Treasury Index — Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

July 18, 1990 DuBois Pennsylvania
[City] [State]
RD#1 Luthersburg Pennsylvania 15848
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 29,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is THE SAVINGS & TRUST COMPANY OF PENNSYLVANIA

I understand that the Lender may transfer this Note. The Lender, or anyone who takes this Note by transfer and who is entitled to receive payments under this Note, is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.75%. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 5th day of each month beginning on September, 19 90. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on August 5, 20 10, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at Savings & Trust Company of Pennsylvania DuBois Office, or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 275.07. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 5th day of August, 19 93, and on that day every 36th month thereafter. Each date on which my interest rate could change is called a "Change Date."

MULTISTATE ADJUSTABLE RATE NOTE—3 YEAR ARM—Single Family—Fannie Mae/Freddie Mac Uniform Instrument

BANCONSUMER FORM PASM-3504-2 (2/89)

© 1989 BANCONSUMER SERVICE, INC.

Exhibit "F"

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of 3 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 1.75 percentage points (1.75%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-quarter of one percentage point (0.250%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.75 % or less than 7.75 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 36 months. My interest rate will never be greater than 14.75 % or less than 7.75 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of15.... calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be5..... % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how

and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED


..... (Seal)
Richard V. Shaffer - Borrower


..... (Seal)
Antonia M. Shaffer - Borrower

..... (Seal)
- Borrower

[Sign Original Only]

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

S & T BANK, formerly known as THE
SAVINGS & TRUST COMPANY OF
PENNSYLVANIA and as THE UNION
BANKING & TRUST CO., Plaintiff

vs.

RICHARD V. SHAEFER and ANTONIA M.
SHAEFER, husband and wife,
Defendants

No. 02- Action of Mortgage
C.D. Foreclosure

C O M P L A I N T

To The Within Defendants:

YOU ARE HEREBY NOTIFIED TO PLEAD
TO THE WITHIN COMPLAINT WITHIN
TWENTY (20) DAYS FROM THE DATE OF
SERVICE HEREOF.

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Plaintiff

LAW OFFICES
GLEASON, CHERRY & CHERRY, L.L.P.
P. O. Box 505
Du Bois, PENNSYLVANIA 15801-0505
ONE NORTH FRANKLIN STREET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK, formerly known as THE
SAVINGS & TRUST COMPANY OF
PENNSYLVANIA and as THE UNION
BANKING & TRUST CO.,

Plaintiff,

vs.

RICHARD V. SHAFFER and ANTONIA
M. SHAFFER, husband and wife,

Defendants.

: No. 02 - 107 C.D.

:

: Type of Case: MORTGAGE FORECLOSURE

:

: Type of Pleading: COMPLAINT

:

: Filed on Behalf of: S & T BANK, formerly

:

: known as THE SAVINGS & TRUST

:

: COMPANY OF PENNSYLVANIA and as

:

: THE UNION BANKING & TRUST CO.,

:

Plaintiff

:

: Counsel of Record for this Party:

:

: TONI M. CHERRY, ESQ.

:

: Supreme Court No.: 30205

:

: GLEASON, CHERRY AND CHERRY, L.L.P.

:

: Attorneys at Law

:

: One North Franklin Street

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: P.O. Box 505

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: DuBois, PA 15801-0505

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: (814) 371-5800

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FILED

JAN 22 2002

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William A. Shaw 80 -
Prothonotary

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK, formerly known as THE	:	
SAVINGS & TRUST COMPANY OF	:	No. 02 - _____ C.D.
PENNSYLVANIA and as THE UNION	:	
BANKING & TRUST CO.,	:	ACTION OF MORTGAGE
	:	FORECLOSURE
Plaintiff,	:	
vs.	:	
	:	
RICHARD V. SHAFFER and ANTONIA	:	
M. SHAFFER, husband and wife,	:	
Defendants.	:	

NOTICE

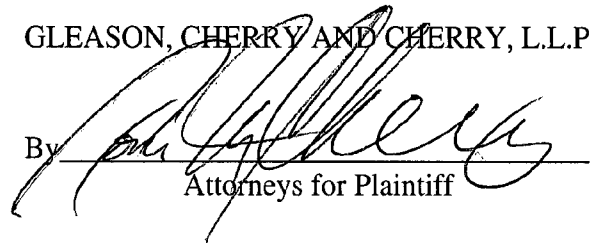
You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within Twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses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

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

COURT ADMINISTRATOR
Clearfield County Courthouse
2nd & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK, formerly known as THE	:	
SAVINGS & TRUST COMPANY OF	:	No. 02 - _____ C.D.
PENNSYLVANIA and as THE UNION	:	
BANKING & TRUST CO.,	:	ACTION OF MORTGAGE
Plaintiff,	:	FORECLOSURE
vs.	:	
	:	
	:	
RICHARD V. SHAFFER and ANTONIA	:	
M. SHAFFER, husband and wife,	:	
Defendants.	:	

COMPLAINT

NOW, comes S & T BANK, formerly known as THE SAVINGS & TRUST COMPANY OF PENNSYLVANIA and as THE UNION BANKING & TRUST CO., Plaintiff, by its Attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and files this Complaint as follows:

1. The Plaintiff, S & T BANK, formerly known as THE SAVINGS & TRUST COMPANY OF PENNSYLVANIA and as THE UNION BANKING & TRUST CO., Mortgagee, is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, duly registered to do business in the Commonwealth of Pennsylvania, in accordance with the Act of Assembly, so providing, and with an office located at 456 Main Street, P.O. Box D, Brockway, Pennsylvania 15824.

2. The Defendants, RICHARD V. SHAFFER and ANTONIA M. SHAFFER, are husband and wife, who reside at 754 Bankview Drive, Columbus, Ohio 43228.

3. The Defendants are the real owners of the premises herein described.

4. On July 18, 1990, RICHARD V. SHAFFER and ANTONIA M. SHAFFER made, executed and delivered a Mortgage upon premises hereinafter described to THE SAVINGS & TRUST COMPANY OF PENNSYLVANIA (now known as S & T BANK and formerly known as THE UNION BANKING & TRUST CO.), Plaintiff, which Mortgage is recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania, in Deeds and Records Book Vol. 1353, Page 366. A copy of said Mortgage is attached hereto and made a part hereof as Exhibit "A".

5. Located on the premises secured by the above-set forth Mortgage is a 1974 mobile home, Title No. A26706554, in which a first lien has been entered in favor of Plaintiff, THE UNION BANKING & TRUST CO. (later known as THE SAVINGS & TRUST COMPANY OF PENNSYLVANIA, and now known as S & T BANK). A copy of the Title for said mobile home is attached hereto and made a part hereof as Exhibit "B".

6. Said Mortgage has not been assigned.

7. The premises subject to said Mortgage is described in Exhibit "C" attached hereto and made a part hereof and is situate in Brady Township, Clearfield County, Pennsylvania.

8. That said Mortgage is in default because:

(a) The principal thereof became due and payable on August 24, 2001, and by the terms of said Mortgage is collectable forthwith;

(b) Interest payments upon the said Mortgage due for the period from July 24, 2001, to January 10, 2002, are due and have not been paid and, by the terms of the said Mortgage,

upon default of such payment, the whole of said principal and all interest due thereon is collectable forthwith.

9. The following amounts are due on the Mortgage:

(a) Principal	\$18,957.82
(b) Interest from July 24, 2001, to January 10, 2002	799.91
(c) Late charges and fees	166.09
(d) Escrow deficiency	60.09
(d) Attorney's collection fee	<u>987.89</u>
Total	\$20,971.80

10. That in accordance with Act VI and Act 91, Defendants were served with notice of intention to institute mortgage foreclosure proceedings and notice as required under the Homeowner's Emergency Mortgage Assistance Program by Combined Notice dated October 15, 2001. Said Combined Notice was sent to Defendants, RICHARD V. SHAFFER and ANTONIA M. SHAFFER, by certified mail, return receipt requested, to their last known address of 754 Bankview Drive, Columbus, Ohio 43228, as well as to the property address of R.D.#1, Luthersburg, Pennsylvania 15848. Copies of said Combined Notices are attached hereto and made a part hereof as Exhibits "D" and "E" respectively.

11. That the Promissory Note provides for a late charge in an amount of Five Percent (5%) of any such overdue payment. Attached hereto is a copy of said Promissory Note marked as Exhibit "F".

WHEREFORE, Plaintiff demands judgment against the Defendants in the sum of

TWENTY THOUSAND NINE HUNDRED SEVENTY-ONE DOLLARS and EIGHTY
CENTS (\$20,971.80), together with interest from January 10, 2002, at the daily rate of
\$4.0811974 and costs.

GLEASON, CHERRY AND CHERRY, L.L.P.

By 

Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF Jefferson :

On this, the 15 day of January, 2002, before me, the undersigned officer, a Notary Public, personally appeared R.C. BERQUIST, JR., who acknowledged himself to be the Vice President of S & T BANK, formerly known as THE SAVINGS & TRUST COMPANY OF PENNSYLVANIA and as THE UNION BANKING & TRUST CO., the foregoing corporation, and that as such, he, being authorized by such corporation to do so, and being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief, and that he executed the foregoing instrument for the purposes therein contained by signing his name thereon as such, and by virtue and in pursuance of the authority therein conferred upon him as such Vice President, acknowledged the same to be the act and deed of the said corporation.


Robert C. Berquist
VICE-PRESIDENT

Sworn to and subscribed before me this 15 day of January, 2002.

Marilyn E. Hoare
Notary Public Marilyn E Hoare
My commission expires: January 19, 2004

Notarial Seal
Marilyn E. Hoare, Notary Public
Reynoldsville Boro, Jefferson County
My Commission Expires Jan. 19, 2004
Member, Pennsylvania Association of Notaries

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 18, 1990 between Richard V. Shaffer and Antonia M. Shaffer, husband and wife, of R.D. #1, Luthersburg, Clearfield County, Pennsylvania ("Borrower") and The Savings & Trust Company of Pennsylvania, created under the laws of the Commonwealth of Pennsylvania, located at 800 Philadelphia Street, Indiana, Pennsylvania 15701 ("Lender").

Borrower owes Lender the principal sum of Twenty nine thousand dollars and 00/100----- Dollars (U.S. \$ 29,000.00). This debt is evidenced by Borrower's note dated the same date as this Mortgage ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 5, 2010. This Mortgage secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Mortgage, and (c) the performance of Borrower's covenants and agreements under this Mortgage and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania:

ALL that certain piece or parcel of land situate in and being in the TOWNSHIP OF BRADY, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a 1 inch pipe at the southeast corner of land of Eva Powers of which this is a part and the corner of land of Fred C. Kriner South 81° 12' West 151.4 feet to a point at the corner of land to be sold to Budd Shaffer; thence along the land to be sold to Budd Shaffer by Eva Powers North 16° 47' West 83.3 feet to a point; thence along same North 66° 43' East 61.3 feet to a point; thence still along same North 16° 47' West 100.0 feet to a point in the centerline of township road T-359; thence along the centerline of T-359 North 73° 13' East 175.0 feet to a point in the centerline of T-359 and on the corner of land of M. Hartzfeld; thence along land of M. Hartzfeld South 5° 26' West 228.5 feet to a 1 inch pipe and place of beginning. Containing 0.8 acres.

BEING the same premises which were conveyed to the Mortgagors herein by deed of Eva Powers, widow, dated May 21, 1976, and recorded in Clearfield County Deed Book Vol. 720, Page 538.

NOTICE

To comply with the Act of July 17, 1957 (52 P.S. Supp. Section 1551-1554) notice is hereby given as follows:

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND,

which has the address of RD#1 Luthersburg
[Street]
Pennsylvania 15848 ("Property Address");
[Zip Code]

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

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. From time to time until said debt and interest are fully paid, Mortgagor shall: (a) pay and discharge, when and as the same shall become due and payable, all taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied from time to time by any lawful authority upon any part of the mortgaged premises and which shall or might have priority in lien or payment to the debt secured hereby, (b) pay all ground rents reserved from the Mortgaged premises and pay and discharge all Mechanics' liens which may be filed against said premises and which shall or might have priority in lien or payment to the debt secured hereby, (c) pay and discharge any documentary stamp or other tax, including interest and penalties thereon, if any, now or hereafter becoming payable on the Note evidencing the debt secured hereby, (d) provide, renew and keep alive by paying the necessary premiums and charges thereon such policies of hazard and liability insurance as Mortgagee may from time to time require upon the buildings and improvements now or hereafter erected upon the mortgaged premises, with loss payable clauses in favor of Mortgagor and Mortgagee as their respective interest may appear, and (e) promptly submit to Mortgagee evidence of the due and punctual payment of all the foregoing charges; provided, however, that Mortgagee may at its option require that sums sufficient to discharge the foregoing charges be paid in installments to Mortgagee.

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

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

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

6. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), 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 Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

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

If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

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

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 Mortgage, whether or not then due.

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

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

10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent.

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

12. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Mortgage unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and invoke any remedies permitted by paragraph 17. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 16.

13. Notices. Any notice to Borrower provided for in this Mortgage 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 Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Mortgage shall be governed by the laws of the Commonwealth of Pennsylvania. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Mortgage.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. A transfer to the heirs or the devisees of the Mortgagor in the event of the Mortgagor's death shall not come within the prohibition of the foregoing sentence. The execution of an installment sales agreement by the Borrower shall be deemed to be a transfer as of the date of the execution of the installment sales agreement.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

17. Default. In case default be made for the space of thirty (30) days in the payment of any installment of principal or interest pursuant to the terms of the Note, or in the performance by Mortgagor of any of the other obligations of the Note or this Mortgage, the entire unpaid balance of said principal sum, additional loans or advances and all other sums paid by Mortgagee pursuant to the terms of the Note or this Mortgage, together with unpaid interest thereon, shall at the option of Mortgagee and without notice become immediately due and payable, and foreclosure proceedings may be brought forthwith on this Mortgage and prosecuted to judgment, execution and sale for the collection of the same, together with costs of suit and an attorney's commission for collection of five per cent (5%) of the total indebtedness or \$300, whichever is the larger amount. Mortgagor hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions, from levy and sale of any property that now is or hereafter may be exempted by law.

18. Lender in Possession. Upon default or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

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

20. Reinstatement Period. Borrower's time to reinstate shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage.

21. Purchase Money Mortgage. This Mortgage is a purchase money mortgage.

22. 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.

23. Rider to this Mortgage. If a rider is executed by the Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were part of this Mortgage.

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

Witnesses:

.....
 (Seal)
 Richard V. Shaffer
 (Seal)
 Antonia M. Shaffer
 (Seal)
 Antonia M. Shaffer
 (Seal)
 Antonia M. Shaffer

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:

On this, the 18 day of July, 1990, before me,

a Notary Public

the undersigned officer, personally appeared

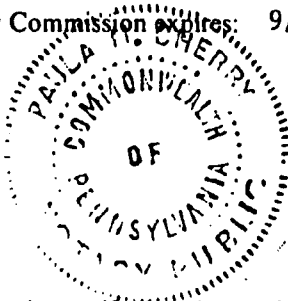
RICHARD V. SHAFFER and ANTONIA M. SHAFFER, husband and wife, known to me (or satisfactorily proven)

to be the person^s whose name^s are subscribed to the within instrument and acknowledged that

they executed the same for the purposes herein contained.

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

My Commission expires: 9/16/93



NOTARIAL SEAL
 PAULA M. CHERRY, Notary Public
 DuBois, Clearfield County, Pa.
 My Commission Expires Sept. 16, 1993

Paula Cherry

Notary Public
 Title of Officer

I hereby certify that the precise residence of the within Mortgagee is 12-14 West Long Avenue, DuBois, PA 15801

Paula Cherry
 (Signature)

STATE OF PENNSYLVANIA:
 COUNTY OF CLEARFIELD: SS
 RECORDED in the Recorders Office in and for said
 County in Deeds and Records Book No. 1353
 Page 266 etc.

WITNESS my hand and seal of office this
18 day of July A.D. 1990

Michael R. Little Recorder

My Commission Expires
 First Monday in January, 1992



ADJUSTABLE RATE RIDER

(3 Year Treasury Index — Rate Caps)

VOL 1353 PAGE 369

THIS ADJUSTABLE RATE RIDER is made this 16 day of July, 19 90, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to THE SAVINGS & TRUST COMPANY OF PENNSYLVANIA (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

RD #1 Luthersburg PA 15848
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.75%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 5th day of August, 19 93, and on that day every 36th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of 3 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 1.75 percentage points (1.75%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-quarter of one percentage point (0.250%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.75 or less than 7.75%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage point (2.0%) from the rate of interest I have been paying for the preceding 36 months. My interest rate will never be greater than 14.75%, or less than 7.75%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

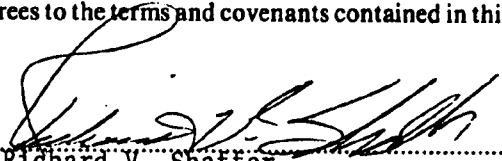
Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


Richard V. Shaffer (Seal)
-Borrower


Antonia M. Shaffer (Seal)
-Borrower

CLEARFIELD COUNTY
ENTERED OF RECORD - 18-90
TIME 9:07 AM
BY Paula M. Cherry
FEES 15.50
Michael R. Lytle, Recorder

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

S & T BANK, formerly known as THE :
SAVINGS & TRUST COMPANY OF : No. 02 - 107 C.D.
PENNSYLVANIA and as THE UNION :
BANKING & TRUST CO., : ACTION OF MORTGAGE
Plaintiff, : FORECLOSURE
vs. :

RICHARD V. SHAFFER and ANTONIA :
M. SHAFFER, husband and wife, :
Defendants. :

FILED

AFFIDAVIT

MAR 04 2002

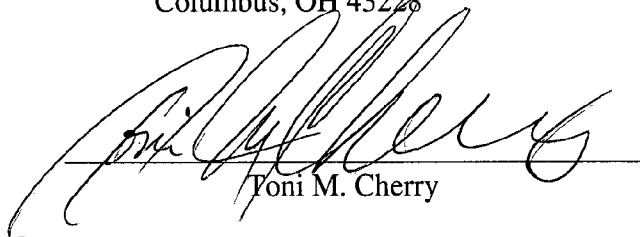
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS.

03/01/2002
William A. Shaw
Prothonotary


Personally appeared before me, a Notary Public in and for the county and state
aforesaid, TONI M. CHERRY, who states that she served the Defendants, RICHARD V.
SHAFFER and ANTONIA M. SHAFFER, each with a Ten-day Notice to file an Answer in
the above-captioned case, a copy of which is attached hereto, by sending the same to the
Defendants by United States First Class mail, postage prepaid, on February 28, 2002, addressed
as follows:

RICHARD V. SHAFFER
754 Bankview Drive
Columbus, OH 43228

ANTONIA M. SHAFFER
754 Bankview Drive
Columbus, OH 43228


Toni M. Cherry

Sworn to and subscribed before me this 28th day of February, 2002.


NOTARIAL SEAL
PAULA M. CHERRY, NOTARY PUBLIC
CITY OF DUBOIS, CLEARFIELD COUNTY
MY COMMISSION EXPIRES SEPTEMBER 16, 2005

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

S & T BANK, formerly known as THE :
SAVINGS & TRUST COMPANY OF : No. 02 - 107 C.D.
PENNSYLVANIA and as THE UNION :
BANKING & TRUST CO., : ACTION OF MORTGAGE
Plaintiff, : FORECLOSURE
vs. :
RICHARD V. SHAFFER and ANTONIA :
M. SHAFFER, husband and wife, :
Defendants. :

TO: RICHARD V. SHAFFER
754 Bankview Drive
Columbus, OH 43228

ANTONIA M. SHAFFER
754 Bankview Drive
Columbus, OH 43228

Date of Notice: February 28, 2002

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Office of the Court Administrator
Clearfield County Courthouse
2nd & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

GLEASON, CHERRY AND CHERRY, L.L.P.

By 

Attorneys for Plaintiff
One North Franklin Street
P.O. Box 505
DuBois, PA 15801-0505

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

S & T BANK, formerly known as THE :
SAVINGS & TRUST COMPANY OF : No. 02 - 107 C.D.
PENNSYLVANIA and as THE UNION :
BANKING & TRUST CO., : ACTION OF MORTGAGE
Plaintiff, : FORECLOSURE
vs. :
:
:
RICHARD V. SHAFFER and ANTONIA :
M. SHAFFER, husband and wife, :
Defendants. :

TO: RICHARD V. SHAFFER
754 Bankview Drive
Columbus, OH 43228

ANTONIA M. SHAFFER
754 Bankview Drive
Columbus, OH 43228

Date of Notice: February 28, 2002

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Clearfield, PA 16830
(814) 765-2641 Ext. 5982

GLEASON, CHERRY AND CHERRY, L.L.P.

By 

Attorneys for Plaintiff
One North Franklin Street
P.O. Box 505
DuBois, PA 15801-0505



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12003

S&T BANK formerly known as THE SAVINGS & TRUST

02-107-CD

VS.

SHAFFER, RICHARD V. and ANTONIA M.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NO FEBRUARY 2, 2002 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ANTONIA M. SHAFFER, DEFENDANT BY CERT. MAIL # 7000 0600 0022 9001 8041 AT 754 BANKVIEW DRIVE, COLUMBUS, OHIO 43228 BEING HER LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN ENDORSED BY DEFENDANT. THE LETTER WAS SENT "ADDRESSEE ONLY".

NOW FEBRUARY 2, 2002 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RICHARD V. SHAFFER, DEFENDANT BY CERT. MAIL # 7000 0600 0022 9001 8058 AT 754 BANKVIEW DRIVE, COLUMBUS, OHIO 43228 BEING HIS LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN ENDORSED BY DEFENDANT. THE LETTER WAS SENT "ADDRESSEE ONLY".

Return Costs

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

FILED

APR 01 2002

012231 pm
William A. Shaw
Prothonotary

Sworn to Before Me This

1st Day Of April 2002

William A. Shaw

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

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

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

Article Sent To:

Postage

\$

1.49

Certified Fee

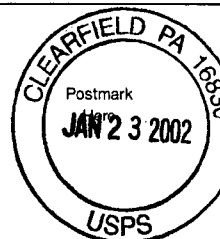
Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$

8.24



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

ANTONIA M. SHAFFER

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

754 Bankview Drive

City, State, ZIP+4

Columbus, Ohio 43228

PS Form 3800, July 1999

Certified Mail Provides:

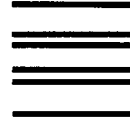
- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

UNITED STATES POSTAL SERVICE

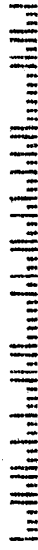


First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

CHESTER A. HAWKINS
Sheriff of Clearfield county
1 N. 2nd St. Suite 116
Clearfield, Pa. 16830

12w3



03

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ANTONIA M. SHAFFER
754 Bankview Drive
Columbus, Ohio 43228

COMPLETE THIS SECTION ON DELIVERY

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

C. Signature of Addressee or Agent

D. Is delivery address different from item 1? ☒ Addressee
If YES, enter delivery address below: ☐ Yes ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☒ Yes

2. Article Number (Copy from service label)
7000 0600 0022 9001 8041

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

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

Article Sent To:

Postage

\$

1.49

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$

8.29



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

RICHARD V. SHAFFER

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

754 Bankview Drive

City, State, ZIP+4

Columbus, Ohio 43228

PS Form 3800, July 1995

For Delivery to Addressee

7000 0600 0022 9001 8058

ADDRESSEE
ONLY

Certified Mail Provides:

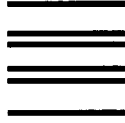
- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

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- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
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IMPORTANT: Save this receipt and present it when making an inquiry.

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

CHESTER A. HAWKINS
Sheriff of Clearfield County
1 N. 2nd St. Suite 116
Clearfield, Pa. 16830

12003



03

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RICHARD V. SHAFER
754 Bankview Drive
Columbus, Ohio 43228

COMPLETE THIS SECTION ON DELIVERY

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

C. Signature

D. Is delivery address different from item 1? ☒ Agent ☐ Address

If YES, enter delivery address below: ☐ Yes ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☒ Yes

2. Article Number (Copy from service label)

7000 0600 0022 9001 8058

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK, formerly known as THE	:	
SAVINGS & TRUST COMPANY OF	:	No. 02 - 107 C.D.
PENNSYLVANIA and as THE UNION	:	
BANKING & TRUST CO.,	:	ACTION OF MORTGAGE
	:	FORECLOSURE
Plaintiff,	:	
vs.	:	
	:	
RICHARD V. SHAFFER and ANTONIA	:	
M. SHAFFER, husband and wife,	:	
Defendants.	:	

PRAECIPE

TO: WILLIAM A. SHAW, PROTHONOTARY

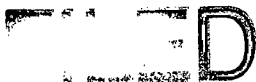
Dear Sir:

Enter judgment against the above-named Defendants, RICHARD V. SHAFFER and ANTONIA M. SHAFFER, husband and wife, and in favor of the Plaintiff, S & T BANK, formerly known as THE SAVINGS & TRUST COMPANY OF PENNSYLVANIA and as THE UNION BANKING & TRUST CO., in the sum of TWENTY THOUSAND NINE HUNDRED SEVENTY-ONE DOLLARS and EIGHTY CENTS (\$20,971.80), for failure to file an Answer within Twenty (20) days from service of the Complaint.

Dated this 25th day of April, 2002.

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Plaintiff



APR 20 2002

William A. Shaw
Prothonotary

FILED

APR 29 2002

07/15/04 Cherry Rd \$20.00
William A. Shaw
Prothonotary

not to be
std. to city. ~~yes~~

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

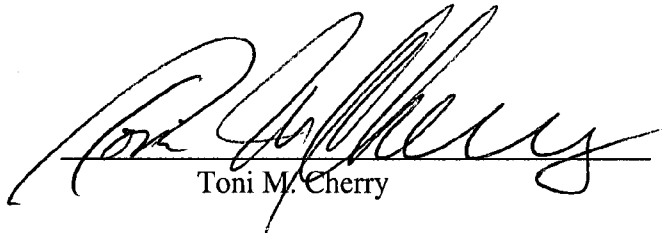
S & T BANK, formerly known as THE :
SAVINGS & TRUST COMPANY OF : No. 02 - 107 C.D.
PENNSYLVANIA and as THE UNION :
BANKING & TRUST CO., : ACTION OF MORTGAGE
Plaintiff, : FORECLOSURE
vs. :
:
:
RICHARD V. SHAFFER and ANTONIA :
M. SHAFFER, husband and wife, :
Defendants. :

A F F I D A V I T

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Personally appeared before me, TONI M. CHERRY, ESQ., Attorney for S & T BANK,
formerly known as THE SAVINGS & TRUST COMPANY OF PENNSYLVANIA and as
THE UNION BANKING & TRUST CO., Plaintiff, who, being duly sworn according to law,
deposes and says that the last known address of the above-named Defendants, RICHARD V.
SHAFFER and ANTONIA M. SHAFFER, husband and wife, is 754 Bankview Drive,
Columbus, Ohio 43228.

Further deponent saith not.


Toni M. Cherry

Sworn to and subscribed before me this 25th day of April, 2002.



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

COPY

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

S & T BANK, formerly known as THE SAVINGS
& TRUST COMPANY OF PENNSYLVANIA and as
THE UNION BANKING & TRUST CO.,
Plaintiff

vs.

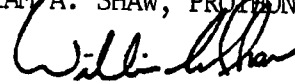
RICHARD V. SHAFFER and ANTONIA M.
SHAFFER, husband and wife,
Defendants

No. 02 - 107 C.D.

NOTICE is given that a JUDGMENT in the above captioned matter
has been entered against you in the amount of \$ 20,971.80, plus costs and
additional interest
on April 29, 2002 .

WILLIAM A. SHAW, PROthonotary:

By



Deputy

COPY

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

S & T BANK, formerly known as THE SAVINGS
& TRUST COMPANY OF PENNSYLVANIA and as
THE UNION BANKING & TRUST CO.,
Plaintiff

vs.

RICHARD V. SHAFFER and ANTONIA M.
SHAFFER, husband and wife,
Defendants

No. 02 - 107 C.D.

NOTICE is given that a JUDGMENT in the above captioned matter
has been entered against you in the amount of \$ 20,971.80, plus costs and
additional interest
on April 29, 2002 .

WILLIAM A. SHAW, PROthonotary:

By William A. Shaw

Deputy

COPY

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

S & T Bank
Plaintiff(s)

No.: 2002-00107-CD

Real Debt: \$20,971.80

Atty's Comm:

Vs.

Costs: \$

Int. From:

Richard V. Shaffer
Antonia M. Shaffer
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 29, 2002

Expires: April 29, 2007

Certified from the record this 29th of April, 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

Praecipe for Writ of Execution - Money Judgments.

S & T BANK, formerly known as THE SAVINGS
& TRUST COMPANY OF PENNSYLVANIA and as
THE UNION BANKING & TRUST CO.,
vs.
RICHARD V. SHAFFER and ANTONIA M.
SHAFFER, husband and wife,
Defendant

Plaintiff

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

NO. 02 - 107 C.D.

Term, 19

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

- (1). directed to the Sheriff of Clearfield County;
- (2). against the following property See Exhibit "A" attached hereto and made a part hereof
_____ of defendant(s) and
- (3). against the following property in the hands of (name) _____ garnishee;
- (4). and index this writ
- (a) against _____
_____ defendant(s) and
- (b) against _____, as garnishee,
as a lis pendens against real property of the defendant(s) in name of garnishee as follows:
- _____
- _____
- _____

(Specifically describe property)

(If space insufficient attach extra sheets)

- (5). Amount due \$ 20,971.80
- Interest from 1/10/02 at the daily rate of \$4.0811974 \$ _____
- Costs (to be added) \$ _____

FILED

MAY 23 2002

Wm A. Shaw
Prothonotary

GLEASON, CHERRY AND CHERRY, L.L.P.:

By

Attorney for Plaintiff(s)

RECEIVED WRIT THIS _____ day
of _____ A. D., 19_____,
at _____ M.

Sheriff

No. 02 - 107 C.D. Term, 19
No. Term, 19
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.
S & T BANK, formerly known as THE
SAVINGS & TRUST COMPANY OF
PENNSYLVANIA and as THE UNION
BANKING & TRUST CO.,
vs. Plaintiff,

RICHARD V. SHAFFER and ANIONIA M.
SHAFFER, husband and wife,
Defendants.

FILED
JAN 20 2002
01/20/2002
William A. Shaw
Prothonotary
pd 8000
Lewis Shaw

Praecipe for Writ of Execution

WRIT OF EXECUTION (Money Judgments)	
EXECUTION DEBT	20,971 80
Interest from 1/10/02	
Prothonotary - - -	180 92
Use Attorney - -	
Use Plaintiff - -	
Attorney's Comm. -	
Satisfaction - - -	
Sheriff - - - -	

GLEASON, CHERRY AND CHERRY, L.L.P.:
By *Fori M. Cherry*
Attorney for Plaintiff(s)

Exhibit "A"

ALL that certain piece or parcel of land situate in and being in the TOWNSHIP OF BRADY, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a 1 inch pipe at the southeast corner of land of Eva Powers of which this is a part and the corner of land of Fred C. Kriner South $81^{\circ} 12'$ West 151.4 feet to a point at the corner of land to be sold to Budd Shaffer; thence along the land to be sold to Budd Shaffer by Eva Powers North $16^{\circ} 47'$ West 83.3 feet to a point; thence along same North $66^{\circ} 43'$ East 61.3 feet to a point; thence still along same North $16^{\circ} 47'$ West 100.0 feet to a point in the centerline of township road T-359; thence along the centerline of T-359 North $73^{\circ} 13'$ East 175.0 feet to a point in the centerline of T-359 and on the corner of land of M. Hartzfeld; thence along land of M. Hartzfeld South $5^{\circ} 26'$ West 228.5 feet to a 1 inch pipe and place of beginning. Containing 0.8 acres.

BEING the same premises which were conveyed to Richard V. Shaffer and Antonia M. Shaffer, husband and wife, by Deed of Eva Powers, widow, dated May 21, 1976, and recorded in Clearfield County Deed Book Vol. 720, Page 538.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK, formerly known as THE :
SAVINGS & TRUST COMPANY OF :
PENNSYLVANIA and as THE UNION : No. 02 - 107 C.D.
BANKING & TRUST CO., :
Plaintiff, : ACTION OF MORTGAGE
vs. : FORECLOSURE
RICHARD V. SHAFFER and ANTONIA :
M. SHAFFER, husband and wife, :
Defendants. :

WRIT OF EXECUTION

NOTICE

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

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

(1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

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

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

COURT ADMINISTRATOR
Clearfield County Courthouse
2nd & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ex. 50-51

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF CLEARFIELD } SS.

To satisfy the judgment, interest and costs against RICHARD V. husband and wife
SHAFFER and ANTONIA M. SHAFFER, / defendants

- (1) you are directed to levy upon the property of the defendant and to sell his interest therein;
- (2) you are also directed to attach the property of the defendant not levied upon in the possession of _____
(Name of Garnishee)

(Specifically describe property)
and to notify the garnishee that

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

(3) if property of the Defendants 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 that he has been added as a garnishee and is enjoined as above stated.

(a) Principal amount owed	\$18,957.82
(b) Interest from July 24, 2001, to January 10, 2002	799.91
(c) Late charges and fees	166.09
(d) Escrow deficiency	60.09
(e) Attorney's collection fee	<u>987.89</u>
	\$20,971.80
(f) Costs and additional interest to be added	<u>180.92</u>

WILLIAM A. SHAW, PROTHONOTARY:

By

William A. Shaw
(Deputy)

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines,
uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

Exhibit "A"

ALL that certain piece or parcel of land situate in and being in the TOWNSHIP OF BRADY, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a 1 inch pipe at the southeast corner of land of Eva Powers of which this is a part and the corner of land of Fred C. Kriner South $81^{\circ} 12'$ West 151.4 feet to a point at the corner of land to be sold to Budd Shaffer; thence along the land to be sold to Budd Shaffer by Eva Powers North $16^{\circ} 47'$ West 83.3 feet to a point; thence along same North $66^{\circ} 43'$ East 61.3 feet to a point; thence still along same North $16^{\circ} 47'$ West 100.0 feet to a point in the centerline of township road T-359; thence along the centerline of T-359 North $73^{\circ} 13'$ East 175.0 feet to a point in the centerline of T-359 and on the corner of land of M. Hartzfeld; thence along land of M. Hartzfeld South $5^{\circ} 26'$ West 228.5 feet to a 1 inch pipe and place of beginning. Containing 0.8 acres.

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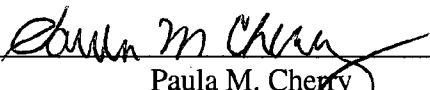
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

S & T BANK, formerly known as THE :
SAVINGS & TRUST COMPANY OF : No. 02 - 107 C.D.
PENNSYLVANIA and as THE UNION :
BANKING & TRUST CO., : ACTION OF MORTGAGE
Plaintiff, : FORECLOSURE
vs. :
RICHARD V. SHAFFER and ANTONIA :
M. SHAFFER, husband and wife, :
Defendants. :

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS.
:

Personally appeared before me, the undersigned officer, PAULA M. CHERRY,
Attorney for S & T BANK, formerly known as THE SAVINGS & TRUST COMPANY OF
PENNSYLVANIA and as THE UNION BANKING & TRUST CO., Plaintiff in the above
action, who, being duly sworn according to law, deposes and says that service of the Notice of
Sheriff's Sale in the above-captioned case was made on the parties listed in the Affidavit
Pursuant to Rule 3129.1, by certified mail on the date stamped on the Receipts for Certified
Mail which are hereto attached, to wit: June 3, 2002.


Paula M. Cherry

FILED

JUN 07 2002
012531NOC
William A. Shaw
Prothonotary

Sworn to and subscribed before me this 6th day of June, 2002.

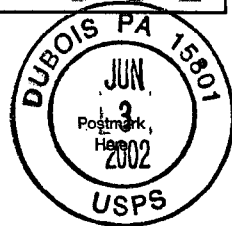

RECORDER OF DEEDS

My Commission Expires
First Monday in January, 2004

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

OFFICIAL USE

Postage	\$.34
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.44



Sent To
ELIZABETH A. WINGERT, Brady Township
Street, Apt. No., or PO Box No. Tax Collector
P.O. Box 111
City, State, ZIP+ 4
Luthersburg, PA 15848

7000 1530 0004 0067 0171

PS Form 3800 (May 2000)

See Reverse for Instructions

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

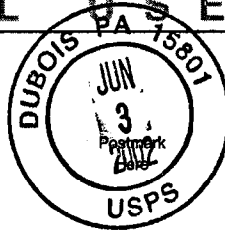
- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

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

OFFICIAL USE

Postage	\$.34
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.44



Sent To
Clearfield County Tax Claim Bureau
Street, Apt. No.; or PO Box No.
230 East Market Street
City, State, ZIP+ 4
Clearfield, PA 16830

PS Form 3800, May 2006

See Reverse for Instructions

7000 1530 0004 0067 0201

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

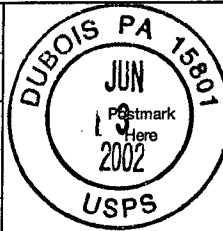
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U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$.34
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.44



Sent To
Mary Ann Shaffer
Street, Apt. No.; or PO Box No.
R.D.#1
City, State, ZIP+ 4
Luthersburg, PA 15848

PS Form 3800, May 2000

See Reverse for Instructions

9810 2900 4000 0350 0002

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

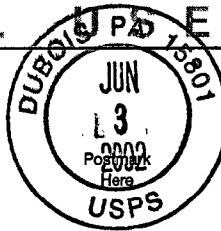
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IMPORTANT: Save this receipt and present it when making an inquiry.

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

OFFICIAL

Postage	\$.34
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.44



7000 1530 0004 0067 0164

Sent To	Brady Township, Troutville Borough Water Association
Street, Apt. No.; or PO Box No.	c/o Sharon Muth
R.D.#1	
City, State, ZIP+ 4	Luthersburg, PA 15848

PS Form 3800 (Rev. 2000) See Reverse for Instructions

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

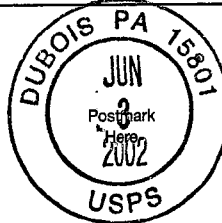
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U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$.34
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.44



Sent To

BUDD A. SHAFFER

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

R.D.#1

City, State, ZIP+ 4

Luthersburg, PA 15848

PS Form 3800, May 2000

See Reverse for Instructions

7000 1530 0004 0067 0195

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

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IMPORTANT: Save this receipt and present it when making an inquiry.

U.S. Postal Service

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Richard V. Shaffer

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

754 Bankview Drive

City, State, ZIP+ 4

Columbus, OH 43228

PS Enrp 3800 May 2000

See Reverse for Instructions

Certified Mail Provides:

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- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

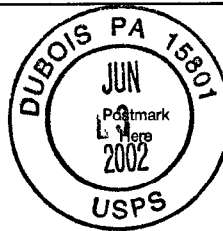
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U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$.34
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.44



Sent To
Antonia M. Shaffer
Street, Apt. No.; or PO Box No.
754 Bankview Drive
City, State, ZIP+ 4
Columbus, OH 43228

PS Form 3800, May 2000

See Reverse for Instructions

7000 1530 0004 0067 0157

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

S & T Bank et al

Plaintiff

Vs.

Richard V. Shaffer, et al

Defendants

Case No. 02- 107 C.D.

Judge

**NOTIFICATION OF FILING UNDER
BANKRUPTCY CODE AND SUGGESTION OF STAY**

Counsel makes a special appearance only for the purpose of notifying the Court that on the 5th day of June 2002, the Defendants, Richard V. Shaffer and Antonia M. Shaffer filed with the Court of the United States Bankruptcy Court for the Southern District of Ohio, Eastern Division, their petition under Chapter 7, of title 11 U.S.C. Bankruptcy Code. The Petition has been assigned Case No. 02-57117.

The filing invokes §362 of the Bankruptcy Code which provides in pertinent part:

§ 362. Automatic Stay.

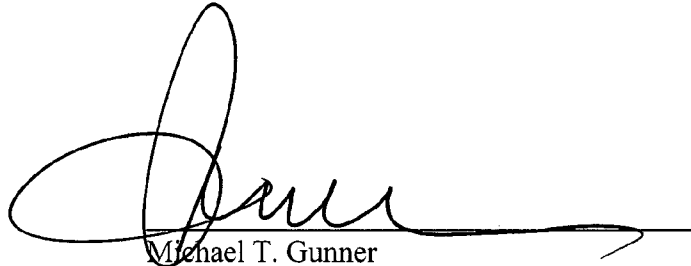
(a)....a petition filed under §301, 302, or 303 of this title operates as a stay, applicable to all entities, of –

(1) the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title;

FILED

JUN 10 2002
m/3521/ccatty
William A. Shaw
Prothonotary
E. 286

(2) the enforcement, against the debtor or against property of the estate, of a judgment obtained before the commencement of the case under this title;



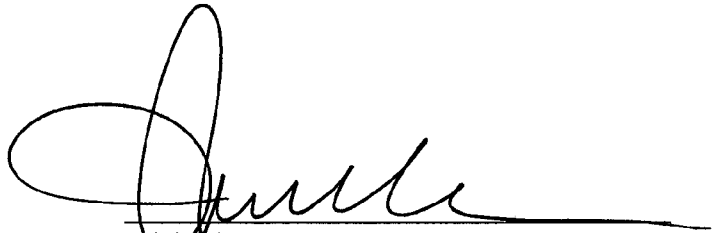
Michael T. Gunner
SUP CT REG NO 00002078
3535 Fishinger Blvd., Ste. 220
Hilliard, Ohio 43026
[614] 777-1203
Attorney for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served by ordinary

U.S. Mail, postage prepaid, on the 7th day of June 2002, upon

Gleason, Cherry and Cherry, LLP
P O Box 505
DuBois, PA 15801-0505
Attorney for Plaintiff



Michael T. Gunner
Attorney for Defendants

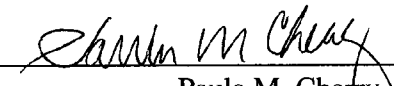
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

S & T BANK, formerly known as THE :
SAVINGS & TRUST COMPANY OF : No. 02 - 107 C.D.
PENNSYLVANIA and as THE UNION :
BANKING & TRUST CO., : ACTION OF MORTGAGE
Plaintiff, : FORECLOSURE
vs. :
RICHARD V. SHAFFER and ANTONIA :
M. SHAFFER, husband and wife, :
Defendants. :

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Personally appeared before me, the undersigned officer, PAULA M. CHERRY,
Attorney for S & T BANK, formerly known as THE SAVINGS & TRUST COMPANY OF
PENNSYLVANIA and as THE UNION BANKING & TRUST CO., Plaintiff in the above
action, who, being duly sworn according to law, deposes and says that service of the Notice of
Sheriff's Sale in the above-captioned case was made on the parties listed in the Affidavit
Pursuant to Rule 3129.1, by certified mail on the date stamped on the Receipts for Certified
Mail which are hereto attached, to wit: November 6, 2002.


Paula M. Cherry

FILED

m/10:32
NOV 13 2002

William A. Shaw
Prothonotary

Sworn to and subscribed before me this 13th day of November, 2002.



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

U.S. Postal Service

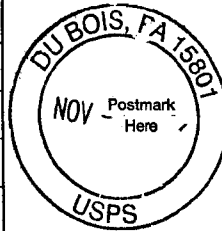
U.S. Postal Service

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



Sent To

RICHARD V. SHAFFER

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

754 Bankview Drive

City, State, ZIP+ 4

Columbus, OH 43228

PS Form 3800, May 2000

See Reverse for Instructions

7000 1530 0004 0067 0416

Certified Mail Provides:

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

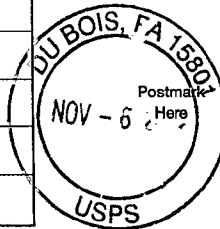
- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

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

OFFICIAL USE

Postage	\$.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



Sent To
CLEARFIELD COUNTY TAX CLAIM BUREAU
Street, Apt. No., or PO Box No.
230 East Market Street
City, State, ZIP+ 4
Clearfield, PA 16830

7000 1530 0004 0067 0393

PS Form 3800 (May 2000)

See Reverse for Instructions

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

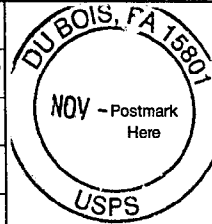
- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
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IMPORTANT: Save this receipt and present it when making an inquiry.

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

OFFICIAL USE

Postage	\$.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



Sent To Elizabeth A. Wingert
Brady Township Tax Collector
Street, Apt. No.; or PO Box No.
P.O. Box 111
City, State, ZIP+ 4
Luthersburg, PA 15848

PS Form 3800, May 2000

See Reverse for Instructions

7000 1530 0004 0067 0423

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

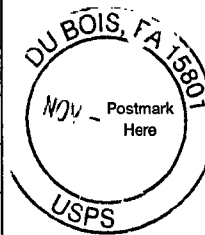
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- Certified Mail is not available for any class of international mail.
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IMPORTANT: Save this receipt and present it when making an inquiry.

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

OFFICIAL USE

Postage	\$.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



Sent To
 BUDD A. SHAFFER

Street, Apt. No., or PO Box No.
 R.D.#1

City, State, ZIP+ 4
 Luthersburg, PA 15848

7000 1530 0004 0067 0386

PS Form 3800 (May 2000)

PSN 9275-01-000-1010

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

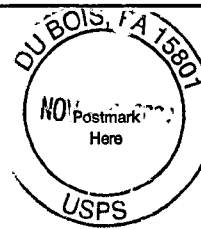
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IMPORTANT: Save this receipt and present it when making an inquiry.

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

OFFICIAL USE

Postage	\$.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



Sent To
MARY ANN SHAFFER
Street, Apt. No.; or PO Box No.
R.D.#1
City, State, ZIP+ 4
Luthersburg, PA 15848

7000 1530 0004 0067 0379

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
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IMPORTANT: Save this receipt and present it when making an inquiry.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12458

S & T BANK

02-107-CD

VS.

SHAFFER, RICHARD V

FILED

013: 508H
JAN 27 2003 Ept

WRIT OF EXECUTION REAL ESTATE

William A. Shaw
Prothonotary

SHERIFF RETURNS

A SALE DATE OF JULY 12, 2002 WAS SET.

NOW, MAY 15, 2002 @ 1:15 P.M. O'CLOCK A LEVY WAS TAKEN ON THE
PROPERTY OF THE DEFENDANTS, RICHARD V. SHAFFER AND ANTONIA M. SHAFFER.
THE PROPERTY WAS ALSO POSTED THIS DATE.

NOW, MAY 17, 2002 SENT BY CERTIFIED AND REGULAR MAIL A TRUE AND
ATTESTED ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF LEVY
TO RICHARD V. SHAFFER AT HIS RESIDENCE 754 BANKVIEW DRIVE, COLUMBUS,
OHIO 43228.

NOW, MAY 20, 2002 SERVED BY CERTIFIED AND REGULAR MAIL A TRUE AND
ATTESTED ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF LEVY
TO RICHARD V. SHAFFER AT HIS RESIDENCE 754 BANKVIEW DRIVE, COLUMBUS,
OHIO 43228.

NOW, MAY 17, 2002 SENT BY CERTIFIED AND REGULAR MAIL A TRUE AND
ATTESTED ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF LEVY
TO ANTONIA M. SHAFFER AT HER RESIDENCE 754 BANKVIEW DRIVE, COLUMBUS,
OHIO 43338.

NOW, MAY 20, 2002 SERVED BY CERTIFIED AND REGULAR MAIL A TRUE AND
ATTESTED ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF LEVY
TO ANTONIA M. SHAFFER AT HER RESIDENCE 754 BANKVIEW DRIVE, COLUMBUS,
OHIO 43338.

NOW, JUNE 11, 2002 RECEIVED A LETTER FROM PLAINTIFF ATTORNEY TO STAY
THE SALE DUE BANKRUPTCY FILING.

OCTOBER ATTORNEY FOR PLAINTIFF HAND-DELIVERED ORDER GRANTING MOTION
FOR RELIEF FROM THE AUTOMATIC STAY AND/OR CODEBTOR STAY AND TO PROCEED
WITH SALE.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12458

S & T BANK

02-107-CD

VS.

SHAFFER, RICHARD V

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

A NEW SALE DATE OF DECEMBER 6, 2002 WAS SET.

NOW, OCTOBER 22, 2002 SENT BY CERTIFIED MAIL AND REGULAR MAIL A TRUE AND ATTESTED ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND A COPY OF THE LEVY TO RICHARD V. SHAFFER AT HIS RESIDENCE 754 BANKVIEW DRIVE COLUMBUS, OHIO 43228.

NOW, OCTOBER 24, 2002 SERVED BY CERTIFIED MAIL AND REGULAR MAIL A TRUE AND ATTESTED ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND A COPY OF THE LEVY TO RICHARD V. SHAFFER AT HIS RESIDENCE 754 BANKVIEW DRIVE, COLUMBUS, OHIO 43228.

NOW, OCTOBER 22, 2002 SENT BY CERTIFIED MAIL AND REGULAR MAIL A TRUE AND ATTESTED ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND A COPY OF THE LEVY TO ANTONIA M. SHAFFER AT HER RESIDENCE, 754 BANKVIEW DRIVE, COLUMBUS, OH 43228.

NOW, OCTOBER 24, 2002 SERVED BY CERTIFIED MAIL AND REGULAR MAIL A TRUE AND ATTESTED ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND A COPY OF THE LEVY TO ANTONIA M. SHAFFER AT HER RESIDENCE, 754 BANKVIEW DRIVE, COLUMBUS, OH 43228

NOW, DECEMBER 6, 2002 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$6,000.00 + COSTS.

NOW, DECEMBER 17, 2002 BILLED ATTORNEY FOR COSTS DUE.

NOW, JANUARY 10, 2003 RECEIVED CHECK FROM PLAINTIFF TO PAY COSTS.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12458

S & T BANK

02-107-CD

VS.

SHAFFER, RICHARD V

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JANUARY 22, 2003 PAID COSTS FROM ADVANCE AND ATTORNEY CHECK.

NOW, JANUARY 27, 2003 RETURN WRIT AS SALE BEING HELD. PROPERTY WAS
PURCHASED BY THE PLAINTIFF FOR \$6,000.00 + COSTS.

NOW, JANUARY 27, 2003 A DEED WAS FILED.


SHERIFF HAWKINS \$363.82

SURCHARGE \$40.00

PAID BY ATTRONEY

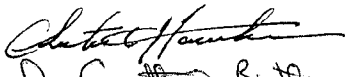
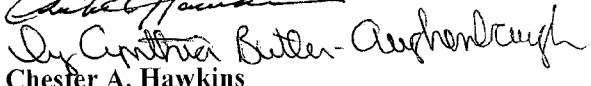
Sworn to Before Me This

27th Day Of Jan 2003


WILLIAM A. SHAW
Prothonotary

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

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK, formerly known as THE	:	
SAVINGS & TRUST COMPANY OF	:	
PENNSYLVANIA and as THE UNION	:	No. 02 - 107 C.D.
BANKING & TRUST CO.,	:	
Plaintiff,	:	ACTION OF MORTGAGE
vs.	:	FORECLOSURE
	:	
RICHARD V. SHAFFER and ANTONIA	:	
M. SHAFFER, husband and wife,	:	
Defendants.	:	

WRIT OF EXECUTION

NOTICE

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

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

(1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

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

your property.

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

COURT ADMINISTRATOR
Clearfield County Courthouse
2nd & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ex. 50-51

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF CLEARFIELD } SS.

To satisfy the judgment, interest and costs against RICHARD V. SHAFFER and ANTONIA M. SHAFFER, / husband and wife defendants

- (1) you are directed to levy upon the property of the defendant and to sell his interest therein;
- (2) you are also directed to attach the property of the defendant not levied upon in the possession of _____
(Name of Garnishee)

(Specifically describe property)
and to notify the garnishee that

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

(3) if property of the Defendants 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 that he has been added as a garnishee and is enjoined as above stated.

(a) Principal amount owed	\$18,957.82
(b) Interest from July 24, 2001, to January 10, 2002	799.91
(c) Late charges and fees	166.09
(d) Escrow deficiency	60.09
(e) Attorney's collection fee	987.89
	<hr/>
	\$20,971.80

(f) Costs and additional interest to be
added

180.92

RECEIVED APR 29 2002

@ 3:10 PM
Christopher A. Hawkins
by *Margaret H. Pratt*

WILLIAM A. SHAW, PROTHONOTARY:

By

William A. Shaw
(Deputy)

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines,
uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

Exhibit "A"

ALL that certain piece or parcel of land situate in and being in the TOWNSHIP OF BRADY, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a 1 inch pipe at the southeast corner of land of Eva Powers of which this is a part and the corner of land of Fred C. Kriner South $81^{\circ} 12'$ West 151.4 feet to a point at the corner of land to be sold to Budd Shaffer; thence along the land to be sold to Budd Shaffer by Eva Powers North $16^{\circ} 47'$ West 83.3 feet to a point; thence along same North $66^{\circ} 43'$ East 61.3 feet to a point; thence still along same North $16^{\circ} 47'$ West 100.0 feet to a point in the centerline of township road T-359; thence along the centerline of T-359 North $73^{\circ} 13'$ East 175.0 feet to a point in the centerline of T-359 and on the corner of land of M. Hartzfeld; thence along land of M. Hartzfeld South $5^{\circ} 26'$ West 228.5 feet to a 1 inch pipe and place of beginning. Containing 0.8 acres.

BEING the same premises which were conveyed to Richard V. Shaffer and Antonia M. Shaffer, husband and wife, by Deed of Eva Powers, widow, dated May 21, 1976, and recorded in Clearfield County Deed Book Vol. 720, Page 538.

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME SHAFFER NO. 02-107-CD

NOW. DECEMBER 6, 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 6TH day of DEC. 2002, I exposed the within described real estate of RICHARD V. SHAFFER AND ANTONIA M. SHAFFER, HUSBAND AND WIFE to public venue or outcry at which time and place I sold the same to S&T BANK, formerly known as THE SAVINGS & TRUST COMPANY OF PENNSYLVANIA and as THE UNION BANKING & TRUST CO. he/she being the highest bidder, for the sum of \$6,000.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	11.05
LEVY	15.00
MILEAGE	11.05
POSTING	15.00
CSDS	10.00
COMMISSION 2%	120.00
POSTAGE	21.72
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	\$6,000.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	10.00

TOTAL SHERIFF COSTS 363.82

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	29.50

DEBIT & INTEREST:

DEBT-AMOUNT DUE	18,957.82
INTEREST FROM 7/24/01	
TO BE ADDED TO SALE DATE	

TOTAL DEBT & INTEREST 18,957.82

COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	1,401.88
LATE CHARGES & FEES	
TAXES - collector	NONE
TAXES - tax claim	NONE
DUE	
COST OF SUIT -TO BE ADDED	
LIEN SEARCH	100.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
ATTORNEY COMMISSION	
SHERIFF COSTS	363.82
LEGAL JOURNAL AD	261.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	180.92
MORTGAGE SEARCH	40.00

SATISFACTION FEE

ESCROW DEFICIENCY
MUNICIPAL LIEN

TOTAL COSTS 2,382.12

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

Cindy

Paula Cherry said
For this to go now
if you need anything
from her give her a
call 371-5800

States Bankruptcy Court
Southern District of Ohio
60 North High Street
Columbus, OH 43215-2414

FILED

02 AUG 26 PM 2:20

CLERK
U.S. BANKRUPTCY COURT
COLUMBUS, OHIO

after

Case No: 02 - 57117

Chapter: 7

Judge: Charles M Caldwell

**ORDER GRANTING MOTION FOR RELIEF
FROM THE AUTOMATIC STAY AND/OR CODEBTOR STAY
(Creditor)**

On July 29, 2002, creditor S&T Bank filed a motion seeking relief from the automatic stay imposed by 11 U.S.C. §362(a) and/or codebtor stay imposed by 11 U.S.C. §1201 or §1301.

The movant has filed a certification that complies with Local Bankruptcy Rule 9021-1(a)(1), including a statement that service and notice have been made pursuant to Local Bankruptcy Rules 4001-1(b) and (c) and 9013-3(a) and that no timely response has been filed.

Therefore, under the authority granted by Local Bankruptcy Rules 4001-1(d), 9013-1(e) and 9021-1(a), relief from the stay imposed by 11 U.S.C. §362(a) and/or relief from the codebtor stay imposed by 11 U.S.C. §1201 or §1301 is granted.

IT IS SO ORDERED.

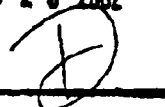
Dated: August 26, 2002

FOR THE COURT:
Michael D. Webb
Clerk, U.S. Bankruptcy Court

ENTERED

AUG 26 2002

BY



15-1

Served Through BNC 26 AUG 2002

LAW OFFICES
GLEASON, CHERRY AND CHERRY, L.L.P.
P. O. Box 505
DuBois, Pennsylvania 15801-0505
ONE NORTH FRANKLIN STREET

TONI M. CHERRY
PAULA M. CHERRY
EDWARD V. CHERRY
1950-1990
JAMES A. GLEASON
1946-1978

AREA CODE 814
371-8800
FAX NUMBER
(814) 371-0936

June 11, 2002

Via: Facsimile Transmission Only
Facsimile No. 814-765-5915

Chester A. Hawkins, Sheriff
Office of the Sheriff
Clearfield County Courthouse
1 North 2nd Street, Suite 116
Clearfield, PA 16830

RE: S & T BANK vs. RICHARD V. and ANTONIA M. SHAFFER
No. 02 - 107 C.D.
Action of Mortgage Foreclosure

Dear Sheriff Hawkins:

As per my secretary's telephone conversation with your office of this morning, we have just been advised that the above-named Defendants have filed for bankruptcy. Enclosed is a copy of the Notification for your records.

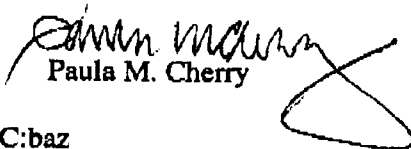
Accordingly, we would ask that you please stay the Sheriff's Sale which has been scheduled for Friday, July 12, 2002, at 10:00 a.m., until we are notified that we can proceed.

Thank you.

Very truly yours,

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Paula M. Cherry

PMC:baz

Enclosure

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

S & T Bank et al

Plaintiff

Vs.

Richard V. Shaffer, et al

Defendants

Case No. 02- 107 C.D.

Judge

**NOTIFICATION OF FILING UNDER
BANKRUPTCY CODE AND SUGGESTION OF STAY**

Counsel makes a special appearance only for the purpose of notifying the Court that on the 5th day of June 2002, the Defendants, Richard V. Shaffer and Antonia M. Shaffer filed with the Court of the United States Bankruptcy Court for the Southern District of Ohio, Eastern Division, their petition under Chapter 7, of title 11 U.S.C. Bankruptcy Code. The Petition has been assigned Case No. 02-57117.

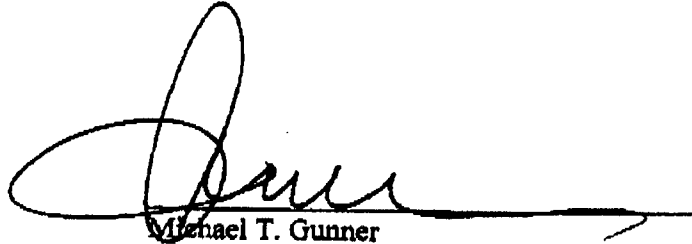
The filing invokes §362 of the Bankruptcy Code which provides in pertinent part:

§ 362. Automatic Stay.

(a)....a petition filed under §301, 302, or 303 of this title operates as a stay, applicable to all entities, of –

(1) the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title;

(2) the enforcement, against the debtor or against property of the estate, of a judgment obtained before the commencement of the case under this title;



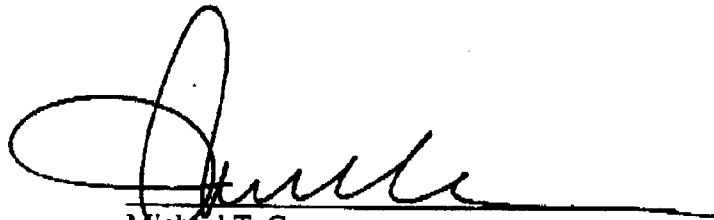
Michael T. Gunner
SUP CT REG NO 00002078
3535 Fishinger Blvd., Ste. 220
Hilliard, Ohio 43026
[614] 777-1203
Attorney for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served by ordinary

U.S. Mail, postage prepaid, on the 7th day of June 2002, upon

Gleason, Cherry and Cherry, LLP
P O Box 505
DuBois, PA 15801-0505
Attorney for Plaintiff



Michael T. Gunner
Attorney for Defendants

7001 1940 0001 9406 1423

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

OFFICIAL USE

Postage \$ 4.65
Certified Fee \$.00
Return Receipt Fee (Endorsement Required) \$.00
Restricted Delivery Fee (Endorsement Required) \$.00
Total Postage & Fees \$ 4.65

Sent To ANTONIA M. SHAFER
Street, Apt. No. or PO Box No. 754 Bankview Drive
City, State, ZIP+4 Columbus, OH 43228

PS Form 3800, January 2001 See Reverse for Instructions

7001 1940 0001 9406 1423

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

OFFICIAL USE

Postage \$.00
Certified Fee \$.00
Return Receipt Fee (Endorsement Required) \$.00
Restricted Delivery Fee (Endorsement Required) \$.00
Total Postage & Fees \$.00

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Street, Apt. No. or PO Box No. 754 Bankview Drive
City, State, ZIP+4 Columbus, OH 43228

PS Form 3800, January 2001 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

1. Article Addressed to:
ANTONIA M. SHAFER
754 Bankview Drive
Columbus, OH 43228

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery
C. Signature D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below: Yes No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) Yes No

2. Article Number (Copy from service form)
7001 1940 0001 9406 1423

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952

SENDER: COMPLETE THIS SECTION

1. Article Addressed to:
RICHARD B. SHAFER
754 Bankview Drive
Columbus, OH 43228

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery
C. Signature D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below: Yes No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) Yes No

2. Article Number (Copy from service form)
7001 1940 0001 9406 1416

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RICHARD V. SHAFFER
754 Bankview Drive
Columbus, Ohio 43228

2. Article Number (Copy from service label)
7001 1940 0001 9406 1256

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ANTONIA M. SHAFFER
754 Bankview Drive
Columbus, Ohio 43228

2. Article Number (Copy from service label)
7001 1940 0001 9405 9949

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

COMPLETE THIS SECTION ON DELIVERY

- A. Received by (Please Print Clearly) B. Date of Delivery
52002
- C. Signature ☒ Agent
☒ Addressee
- D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

COMPLETE THIS SECTION ON DELIVERY

- A. Received by (Please Print Clearly) B. Date of Delivery
52002
- C. Signature ☒ Agent
☒ Addressee
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

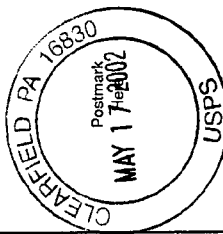
**U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)**

OFFICIAL USE

Postage	\$ 1.57
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.17

Sent To ANTONIA M. SHAFFER
Street, Apt. No. 754 Bankview Drive
City, State, ZIP+4 Columbus, Ohio 43228
PS Form 3800, January 2001 See Reverse for Instructions

6466 5046 1000 0461 1002

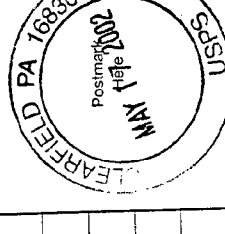


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9521 9046 1000 0461 1002