

02-295-CD
FIRST NATIONAL BANK OF -vs- LOUISE HOLLOBAUGH et al
REYNOLDSVILLE et al

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF
REYNOLDSVILLE, by its
successor in interest,
COMMUNITY FIRST BANK, N.A.,
Plaintiff

vs.

LOUISE HOLLOBAUGH a/k/a
ELLEN LOUISE HOLLOBAUGH,
deceased, and CHERYL SHENKLE,
Executrix of the Estate of
ARTHUR E. HOLLOBAUGH,
Defendants

CIVIL ACTION

No. 02-295-60

Type of Case:

MORTGAGE FORECLOSURE

Type of Pleading:

COMPLAINT

Filed on Behalf of:

PLAINTIFF

Counsel of Record for this Party:

Robert M. Hanak
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

FILED

MAR 01 2002

William A. Shaw
Prothonotary

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

FIRST NATIONAL BANK OF	:	
REYNOLDSVILLE, by its	:	
successor in interest,	:	
COMMUNITY FIRST BANK, N.A.,	:	
Plaintiff	:	
	:	
vs.	:	No.
	:	
LOUISE HOLLOBAUGH a/k/a	:	
ELLEN LOUISE HOLLOBAUGH,	:	
deceased, and CHERYL SHENKLE,	:	
Executrix of the Estate of	:	
ARTHUR E. HOLLOBAUGH,	:	
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 defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Court Administrator
Clearfield County Courthouse
Second floor
Clearfield, PA 16830
(814) 765-2641, Ext. 1303

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

FIRST NATIONAL BANK OF	:	
REYNOLDSVILLE, by its	:	
successor in interest,	:	
COMMUNITY FIRST BANK, N.A.,	:	
Plaintiff	:	
	:	
vs.	:	No.
	:	
LOUISE HOLLOBAUGH a/k/a	:	
ELLEN LOUISE HOLLOBAUGH,	:	
deceased, and CHERYL SHENKLE,	:	
Executrix of the Estate of	:	
ARTHUR E. HOLLOBAUGH,	:	
Defendants	:	

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff, Community First Bank, N.A., and avers a cause of action in mortgage foreclosure as follows:

1. The Plaintiff, Community First Bank, N.A., is a national banking association having an office and principal place of business at 444 Main Street, Reynoldsville, Jefferson County, Pennsylvania. The Plaintiff, Community First Bank, N.A., is the successor in interest to the First National Bank of Reynoldsville.
2. Plaintiff brings this action to foreclose a mortgage dated October 5, 1992, between Louise Hollobaugh a/k/a Ellen Louise Hollobaugh and Arthur E. Hollobaugh, as Mortgagors, and the First National Bank of Reynoldsville, Mortgagee, which is recorded in Clearfield County Deed Book Volume 1504, Page 230.
3. Defendant, Louise Hollobaugh a/k/a Ellen Louise Hollobaugh, died intestate on November 12, 1997. Prior to her death, Ellen Louise Hollobaugh resided at R. D. 1, Penfield, Clearfield County, Pennsylvania.

4. Defendant, Arthur E. Hollobaugh, died testate on December 31, 1998. Arthur E. Hollobaugh was the surviving joint tenant to the property which is the subject of the above referenced mortgage. Prior to his death, Arthur E. Hollobaugh resided at R. D. 1, Penfield, Clearfield County, Pennsylvania.

5. Defendant, Cheryl Shenkle, is a resident of 50 Liddle Road, DuBois, Pennsylvania. Defendant, Cheryl Shenkle, is the daughter of the Defendants, Louise Hollobaugh and Arthur E. Hollobaugh, and was appointed the Executrix of the Estate of Arthur E. Hollobaugh.

6. The mortgage secures a note entered between Defendants, Arthur E. Hollobaugh and Louise Hollobaugh, as guarantors for Dale E. Hollobaugh, and the First National Bank of Reynoldsville, its successors or assigns, in the amount of \$202,000.00, payable to Plaintiff in monthly installments with simple interest at the rate of 9% per annum. A copy of the note is attached as Exhibit A.

7. The land subject to the mortgage is described as:

All that certain piece or parcel of land located in Warrant 4231, Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point, said point being at the intersection of the centerlines of the black top road leading North from Lake Sabula and the dirt road leading West to the Reformed Church; thence by the centerline of said dirt road North 67° 45' West 153.8 feet to a point; thence by lands now or formerly of Green Glen Corporation, the following courses and distances:
North 11° 06' West 23.0 feet to an iron pipe; thence North 27° 52' West 89.2 feet to an iron pipe; thence 44° 35' West 91.22 feet to an iron pipe; thence North 35° 18' East 105.1 feet to an iron pipe; thence South 86° 36' East 225.4 feet to a point in the centerline of aforesaid black top road; thence by same South 6° 24' West 287.1 feet to the place of beginning. Containing 1.29 acres more or less exclusive of road right-of-way.

EXCEPTING AND RESERVING, however, from the land herein conveyed all of the coal, minerals, gas and oil lying in and under the said land the same as they have been excepted and reserved in prior deeds of record.

BEING the same premises conveyed to Arthur E. Hollobaugh and Ellen Louise Hollobaugh, husband and wife, by deed of Green Glen Corporation dated May 27, 1949, and recorded in Clearfield County Deed book 410, Page 527.

8. Prior to their deaths, Defendants, Ellen Louise Hollobaugh and Arthur E. Hollobaugh, were the real owners of the land subject to the mortgage. The Defendants' address, and the address of the mortgaged property is R. D. 1, Box 31, Penfield, Pennsylvania. The property was owned by the Defendants jointly as tenants by the entireties. Upon the death of Ellen Louise Hollobaugh, Arthur E. Hollobaugh became the surviving joint tenant. At the time of his death, Arthur E. Hollobaugh was the sole real owner of the land subject to the mortgage.

9. The mortgage is in default because the Defendants' failed to make the payments due. Specifically, Defendants have failed to pay the monthly installments of principal and interest in the amounts of \$2,558.86 per month for each of the months beginning November 30, 1997. At the time the Defendants were forwarded a notice of default dated September 10, 2001, the total amount of default, including late charges, filing fees and insurance was \$129,336.72.

10. As of January 29, 2002, the following amounts are due on the mortgage:

Principal Balance:	\$118,672.96
Accrued Interest	\$ 37,548.41
Accrued late charges	\$ 7,334.94
Attorney's fees	\$ <u>1,500.00</u>
TOTAL	\$165,056.31

Plus interest and late charges from January 29, 2002, and all other sums advanced pursuant to the Mortgage and attorney's fees thereon.

11. In accordance with the provisions of the Act of January 30, 1974, 41 P.S. §403, a Notice of Intention to Foreclose Mortgage dated September 10, 2001, was forwarded to the Defendant, Arthur E. Hollobaugh Estate, Cheryl Shenkle, Executrix, and to Dale E. Hollobaugh, certified mail, return receipt requested. Copies of said notice are attached as Exhibits B and C.

12. Defendants have not cured the default.

WHEREFORE, Plaintiff requests the Court to enter judgment of mortgage foreclosure against the mortgaged property for the amount set forth above, together with interest thereon, all other amounts advanced by Plaintiff, and attorney's fees on the total amount owed.

HANAK, GUIDO AND TALADAY

A handwritten signature in dark ink, appearing to read "Robert M. Hanak", is written over a horizontal line.

Robert M. Hanak
Attorney for Plaintiff

VERIFICATION

I, W. Jay Chamberlin, Vice President of Lending of Community First Bank, N.A., being duly authorized to make this verification, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

Date: 2-27-02


W. Jay Chamberlin

71177

Mortgage Note

\$ 202,000.00

Reynoldsville, Pennsylvania

October 5, 1992

For Value Received, ARTHUR E. HOLLOBAUGH and LOUISE HOLLOBAUGH, as Guarantor
for DALE E. HOLLOBAUGH

(hereinafter called "the Undersigned")

promises to pay to the order of THE FIRST NATIONAL BANK OF REYNOLDSVILLE
its successors or assigns, in

lawful money of the United States of America, the sum of

Two Hundred Two Thousand-----
Dollars (\$ 202,000.00) and any additional moneys loaned or advanced by any holder hereof as
hereinafter provided, as follows:

The undersigned, Arthur E. Hollobaugh and Louise Hollobaugh, hereby
guarantee the payment of a principal sum of \$202,000.00, together with
interest at the simple per annum rate of 9% which shall be amortized over
120 equal monthly installments commencing on November 5, 1992, in the amount
of \$2,558.86 per month.

and any balance of principal or interest remaining unpaid on October 5, 2002
shall become due and payable on said date; and in addition thereto, in the event any payment provided for herein
shall become overdue, the Undersigned agrees to pay a late charge in an amount not exceeding six per cent
(6%) of any such overdue payment as compensation for the additional service resulting from the default; all pay-
ments to be made at

, Pennsylvania or elsewhere as shall be directed by any holder hereof.

This Note shall evidence and the Mortgage given to secure its payment shall cover and be security for any
future loans or advances that may be made to or on behalf of the Undersigned by any holder hereof at any time
or times hereafter and intended by the Undersigned and the then holder to be so evidenced and secured, as well as
any sums paid by any holder hereof pursuant to the terms of said Mortgage, and any such loans, advances or
payments shall be added to and shall bear interest at the same rate as the principal debt.

In case default be made for the space of thirty (30) days in the payment of any installment of principal
or interest, or in the performance by the Undersigned of any of the other obligations of this Note or said Mortgage,
the entire unpaid balance of the principal debt, additional loans or advances and all other sums paid by any
holder hereof to or on behalf of the Undersigned pursuant to the terms of this Note or said Mortgage, together
with unpaid interest thereon, shall at the option of the holder and without notice become immediately due and
payable, and one or more executions may forthwith issue on any judgment or judgments obtained by virtue hereof;
and no failure on the part of any holder hereof to exercise any of the rights hereunder shall be deemed a waiver
of any such rights or of any default hereunder.

The Undersigned hereby empowers any attorney of any court of record within the United States of America or
elsewhere to appear for the Undersigned and, with or without complaint filed, confess judgment, or a series of
judgments, against the Undersigned in favor of any holder hereof, as of any term, for the unpaid balance of the
principal debt, additional loans or advances and all other sums paid by the holder hereof to or on behalf of the
Undersigned pursuant to the terms of this Note or said Mortgage, together with unpaid interest thereon, costs
of suit and an attorney's commission for collection of five per cent (5%) of the total indebtedness or \$200, which-
ever is the larger amount, on which judgment or judgments one or more executions may issue forthwith upon failure
to comply with any of the terms and conditions of this Note or said Mortgage. The Undersigned 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.

This obligation shall bind the Undersigned and the Undersigned's heirs, executors, administrators and
assigns, and the benefits hereof shall inure to the payee hereof and its successors and assigns. If this Note is
executed by more than one person, the undertakings and liability of each shall be joint and several.

This Note is secured by a Mortgage of even date herewith upon real estate described therein.

Witness the due execution hereof the day and year first above written.

Witnessed by:

[Signature]
[Signature]
[Signature]

x *Arthur E. Hollobaugh* (SEAL)
x *Louise Hollobaugh* (SEAL)
Dale E. Hollobaugh (SEAL)
(SEAL)

COMMUNITY FIRST BANK, N. A.

444 MAIN STREET
P. O. BOX 130
REYNOLDSVILLE, PA 15851
(814) 653-8232
SINCE 1893

NOTICE OF DEFAULT

TO: Dale E. Hollobaugh Arthur E. Hollobaugh Date of Notice: September 10, 2001
RR 1 Box 31 Estate
Penfield PA 15849 Cheryl Shenke, Executrix
50 Liddle Rd. Loan No. 71177
Du Bois PA 15801

This is a notice of DEFAULT and intent to collect on your Note held by Community First Bank, N. A. Default means that you have failed to pay money to us that was required by the Note. Collect means that we may be able to have legal action started that could result in your house, land, equipment, trucks, trailers, and inventory being sold at a public sale by the Sheriff.

PLEASE READ ALL OF THIS NOTICE

We hold a Promissory Note which is your personal promise to pay, signed by you and dated 10/5/92, in the amount of \$ 202,000.00.

To secure the repayment of the note, we hold the following:

- A. A Security Agreement against your inventory, equipment, accounts & general intangibles signed by you and dated 4/6/98.
- B. A Financing Statement signed by you and dated 4/21/98 which is filed at P-49799 in the Courthouse of Clearfield County.
- C. A Mortgage on your house and land at the above address, which is filed in Mortgage Book 1504, Page 230, in the Courthouse of Clearfield County; and,
- D. A Complaint/Confession Judgement Note in the amount of \$ 202,000.00 dated 12/22/92 and entered in the Courthouse at 92-2359CD of Clearfield County.

Your Note is in serious default because you have failed to pay the monthly installments of principal and interest in an amount of \$ 2,558.86, each for the months of November 30, 1997 through and including August 31, 2001 Late charges \$7,334.94 Filing Fees \$190.00 Fire Insurance \$1,545.36

The total amount which you are now behind and which is now due is \$129,336.72*

Within THIRTY (30) DAYS of the date of this notice, you must cure the default which will total \$ 129,336.72* by that date. This means we must receive your full payment by 10/11/01, which is the thirty (30) days within receipt of this notice.

*This amount does not include the Sept. 30, 2001 payment or Sept 2001 late charge.

Payments must be made at the Community First Bank, N. A. 444 Main St. Reynoldsville PA 15851

Such payments must be in the form of cash, cashier's check, certified check, or money order.

If you do not cure the default within THIRTY (30) DAYS of this notice, and as soon as you have exhausted your remedy under the Homeowners Emergency Mortgage Assistance Program, we may, without giving your further notice, take any or all of the following actions:

- (1) We may sue you personally on the note for the unpaid principal, interest and all other sums which you may still owe us.

Legal proceedings to execute on the note may result in your house and land being sold by a Sheriff at a Public Sale.

- (2) We may begin legal proceedings to obtain judgement against you, which may result in your equipment, real estate, trucks, trailers & inventory being sold by the Sheriff at a Public Sale.
- (3) We may exercise our right to foreclose on the mortgage entered against your property, which may result in your house and land being sold by a Sheriff at a Public Sale.
- (4) We may take possession of your property and proceed to have you evicted or removed from the property.

If you pay the amount due more than THIRTY (30) DAYS after the date of this notice and we have referred this matter to our lawyers for legal action, but such action has not been instituted, you may have to pay ATTORNEY'S FEES in addition to other amounts due in order to cure the default. Furthermore, if you pay the amounts due more than THIRTY (30) DAYS after the date of this letter and our lawyers have started legal proceedings, you may have to pay additional foreclosure expenses, including COURT COSTS and REASONABLE ATTORNEY'S FEES.

You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's Sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. (YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFEREE WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE, AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED.) CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

ACT 91: In addition to this notice you will receive or have received another notice from this lender under Act 91 of 1983. That notice is called, "Notice of Homeowners' Emergency Mortgage Assistance Act of 1983". You must read both notices, since they both explain rights that you may have under Pennsylvania law. However, if you choose to exercise your rights described in the "Notice of Homeowners' Emergency Mortgage Assistance Act of 1983", we cannot foreclose upon you during that time.

Community First Bank, N. A.

(Bank)

Dated: September 10, 2001

By: 

COMMUNITY FIRST BANK, N. A.

444 MAIN STREET
P. O. BOX 130
REYNOLDSVILLE, PA 15851
(814) 653-8232
SINCE 1893

**IMPORTANT: NOTICE OF HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983
PLEASE READ THIS NOTICE. YOU MAY BE ELIGIBLE FOR
FINANCIAL ASSISTANCE TOWARD YOUR MORTGAGE PAYMENTS**

Date: September 10, 2001

RE: ACCOUNT NO: 71177

To: Dale E. Hollobaugh
RR 1 Box 31
Penfield PA 15849

Arthur E. Hollobaugh Estate
Cheryl Shenkle, Executrix
50 Liddle Rd.
Du Bois PA 15801

From: Community First Bank, N. A.

Your mortgage is in serious default because you have failed to pay promptly installments of principal and interest, as required, for a period of at least sixty (60) days. The total amount of the delinquency is \$ 129,336.72. That Sum includes the following:

Monthly payments of \$2,558.86 for November 30, 1997	Late Charges \$7,334.94
through and including August 31, 2001	Filing Fee \$ 190.00

Your mortgage is also in default for the following reason: Fire insurance premium \$1,545.36

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "Act"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, and if you meet the eligibility requirements of the Act as determined by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

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 a representative of this lender, or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next thirty (30) days.

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceeding in mortgage foreclosure may take place for thirty (30) days after the date of this meeting.

The name, address, and telephone number of our representative is:

W. Jay Chamberlin Community First Bank, N. A.

444 Main St. P O Box 130

Reynoldsville PA 15851

Telephone Number: 814-653-8232

The name(s) and address(es) of (a) designated consumer credit counseling agency(ies) is (are):
LIST ENCLOSED titled as Designated Consumer Credit Counseling Agencies

It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance Application with one of the designated consumer credit counseling agencies listed above. An application for assistance may only be obtained from a consumer credit counseling agency. The consumer credit counseling agency will assist you in filling out your application and will submit your completed application to the Pennsylvania Housing Finance Agency. Your application must be filed or postmarked, within thirty (30) days of your face-to-face meeting.

It is extremely important that you file your application promptly. If you do not 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 you will forfeit your eligibility for assistance.

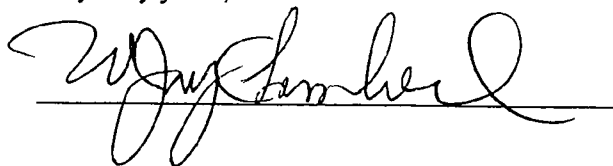
Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

It is extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that additional 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 that Agency of its decision on your application.

The Pennsylvania Housing Finance Agency is located at 2101 North Front Street, P.O. Box 8029, Harrisburg, PA 17105. Telephone No. (717) 780-3800 or 1-800-342-2397 (toll free number).

Enclosed also is another notice from this lender under Act 6 of 1974. That notice is called a "Notice of Intention to Foreclose". You must read both notices, since they both explain rights that you now have under Pennsylvania law. However, if you choose to exercise your rights described in this notice, we cannot foreclose upon you during that time. Also, if you receive financial assistance from the Pennsylvania Housing Finance Agency, your home cannot be foreclosed upon while you are receiving that assistance.

Very truly yours,

A handwritten signature in dark ink, appearing to read "W. Jay Chamberlin", is written over a horizontal line.

**DESIGNATED CONSUMER CREDIT COUNSELING AGENCIES
FOR
JEFFERSON AND CLEARFIELD COUNTIES, PENNSYLVANIA**

- 1) Consumer Credit Counseling Service of Western PA, Inc.
309 Smithfield Street - Suite 5000
Pittsburgh, PA 15222
(412) 471-7584

662 North Main street
Greensburg, PA 15601
(412) 838-1290

500-02 3rd. Avenue
P.O. box 278
Duncansville, PA 16635
(814) 696-3546

125N. Jefferson Street
New Castle, PA 16101
(412) 652-8074
- 2) Consumer Credit Counseling Division of Family Services
110 W. 10th Street
Erie, PA 16501
(814) 454-6478
- 3) Indiana County Community Action Program
Box 187
Indiana, PA 15701
(412) 465-2657

FILED

MAR 01 2002

01/11.55/Att. Hurd
pd. \$80.00
William A. Shaw
Prothonotary
122 Sherry

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF
REYNOLDSVILLE, by its
successor in interest,
COMMUNITY FIRST BANK, N.A.,
Plaintiff

vs.

LOUISE HOLLOBAUGH a/k/a
ELLEN LOUISE HOLLOBAUGH,
deceased, and CHERYL SHENKLE,
Executrix of the Estate of
ARTHUR E. HOLLOBAUGH,
Defendants

CIVIL ACTION

No. 2002 - 295 C.D.

Type of Case:

MORTGAGE FORECLOSURE

Type of Pleading:

**PRAECIPE FOR ENTRY
OF DEFAULT JUDGMENT**

Filed on Behalf of:

PLAINTIFF

Counsel of Record for this Party:

Robert M. Hanak
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

FILED

APR 30 2002

William A. Shaw
Prothonotary

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

FIRST NATIONAL BANK OF
REYNOLDSVILLE, by its
successor in interest,
COMMUNITY FIRST BANK, N.A.,
Plaintiff

vs.

No. 2002 - 295 C.D.

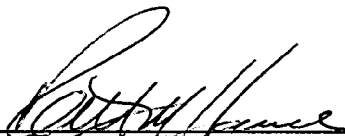
LOUISE HOLLOBAUGH a/k/a
ELLEN LOUISE HOLLOBAUGH,
deceased, and CHERYL SHENKLE,
Executrix of the Estate of
ARTHUR E. HOLLOBAUGH,
Defendants

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter a default judgment in favor of the Plaintiff and against the Defendants, for failure to file a responsive pleading, in the amount of \$165,056.31, together with costs of suit and interest at the legal rate from January 29, 2002.

I certify that on April 4, 2002, I mailed a written notice to the Defendants of our intention to file a Praecipe for Default Judgment, a copy of which is attached hereto along with the Certificate of Mailing.


Robert M. Hanak
Attorney for Plaintiff

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

FIRST NATIONAL BANK OF
REYNOLDSVILLE, by its
successor in interest,
COMMUNITY FIRST BANK, N.A.,
Plaintiff

vs.

No. 2002 - 295 C.D.

LOUISE HOLLOBAUGH a/k/a
ELLEN LOUISE HOLLOBAUGH,
deceased, and CHERYL SHENKLE,
Executrix of the Estate of
ARTHUR E. HOLLOBAUGH,
Defendants

IMPORTANT NOTICE

**TO: Cheryl Shenkle, Executrix
Estate of Arthur E. Hollobaugh
50 Liddle Road
DuBois, PA 15801**

DATE: April 4, 2002

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO
TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT
WITHIN TEN (10) DAYS OF THE DATE OF THIS NOTICE, 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:

Court Administrator
Clearfield County Courthouse
Second Floor
Clearfield, PA 16830
(814) 765-2641, Ext. 1303

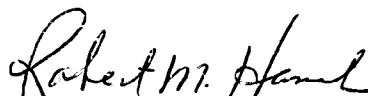
A handwritten signature in cursive script, reading "Robert M. Hanak". The signature is written in dark ink and is positioned above a horizontal line.

Robert M. Hanak
Attorney for Plaintiff
498 Jeffers St.
P. O. Box 487
DuBois, PA 15801

CERTIFICATE OF SERVICE

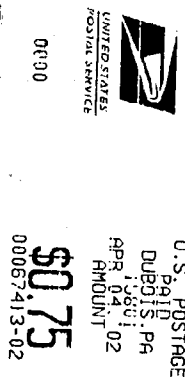
I hereby certify that on April 4, 2002, I mailed a copy of the foregoing Important Notice by first class mail, postage prepaid, to the following:

Cheryl Shenkle, Executrix
Estate of Arthur E. Hollobaugh
50 Liddle Road
DuBois, PA 15801




Robert M. Hanak
Attorney for Plaintiff

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
Hanak, Guido and Talding	
418 Jeffers St. P.O. Box 487	
Du Bois, PA 15801	
One piece of ordinary mail addressed to:	
Cheryl Shenkle	
50 Liddle Road	
Du Bois, PA 15801	



FILED

APR 30 2002


M1330 atty Hurd
William A. Shaw
Prothonotary

PD \$300.00

4201. to 12g

Set. to atty Hurd

COPY

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

First National Bank of Reynoldsville
Community First Bank, N.A.
Plaintiff(s)

No.: 2002-00295-CD

Real Debt: \$165,056.31

Atty's Comm:

Vs.

Costs: \$

Int. From:

Louise Hollobaugh a/k/a Ellen
Louise Hollobaugh, deceased and
Cheryl Shenkle, Executrix of the
Estate of Arthur E. Hollobaugh
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 30, 2002

Expires: April 30, 2007

Certified from the record this 30th 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

NOTICE OF JUDGMENT

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

First National Bank of Reynoldsville
Community First Bank, N.A.

Vs.

No. 2002-00295-CD

Louise Hollobaugh a/k/a
Ellen Louise Hollobaugh, deceased
and Cheryl Shenkle, Executrix of
the Estate of Arthur E. Hollobaugh

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$165,056.31 on the April 30, 2002.

William A. Shaw
Prothonotary

William A. Shaw

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12190

FIRST NATIONAL BANK OF REYNOLDSVILLE

02-295-CD

VS.

HOLLOBAUGH, LOUISE a/k/a ELEN LOUISE HOLLOBAUGH, deceased

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MARCH 7, 2002 AT 2:22 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CHERYL SHENKLE, Executrix of the Estate of ARTHUR E. HOLLOBAUGH, DEFENDANT AT RESIDENCE, 50 LIDDLE LANE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO HOLLY SHENKLE, DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET

Return Costs

Cost	Description
30.69	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

MAY 02 2002
014:00

William A. Shaw
Prothonotary

Sworn to Before Me This

2nd Day Of May 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
My Mauley Hamer
Chester A. Hawkins
Sheriff

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

FIRST NATIONAL BANK OF
REYNOLDSVILLE, by its
successor in interest,
COMMUNITY FIRST BANK, N.A.,
Plaintiff

vs.

No. 2002 - 295 C.D.

LOUISE HOLLOBAUGH a/k/a
ELLEN LOUISE HOLLOBAUGH,
deceased, and CHERYL SHENKLE,
Executrix of the Estate of
ARTHUR E. HOLLOBAUGH,
Defendants

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 Louise Hollobaugh ak/a Ellen Louise Hollobaugh,
deceased and Cheryl Shenkle, Executrix of the Estate of Arthur E.
Hollobaugh, Defendants, and

(3) and index this writ

(a) against Louise Hollobaugh ak/a Ellen Louise Hollobaugh,
deceased and Cheryl Shenkle, Executrix of the Estate of Arthur E.
Hollobaugh, Defendants, and

(b) against Defendants, Garnishees, for real property
located in Sandy Township, Clearfield County, Pennsylvania,
described on the attached Exhibit A.

(4) Amount due: \$165,056.31

(Costs to be added)

FILED

MAY 29 2002

William A. Shaw
Prothonotary

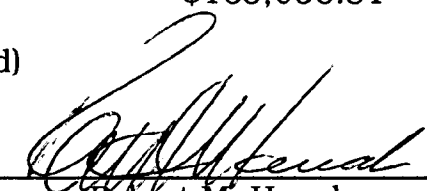

Robert M. Hanak
Attorney for Plaintiff

EXHIBIT A

All that certain piece or parcel of land located in Warrant 4231, Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point, said point being at the intersection of the centerlines of the black top road leading North from Lake Sabula and the dirt road leading West to the Reformed Church; thence by the centerline of said dirt road North $67^{\circ} 45'$ West 153.8 feet to a point; thence by lands now or formerly of Green Glen Corporation, the following courses and distances:

North $11^{\circ} 06'$ West 23.0 feet to an iron pipe; thence North $27^{\circ} 52'$ West 89.2 feet to an iron pipe; thence $44^{\circ} 35'$ West 91.22 feet to an iron pipe; thence North $35^{\circ} 18'$ East 105.1 feet to an iron pipe; thence South $86^{\circ} 36'$ East 225.4 feet to a point in the centerline of aforesaid black top road; thence by same South $6^{\circ} 24'$ West 287.1 feet to the place of beginning. Containing 1.29 acres more or less exclusive of road right-of-way.

FILED

MAY 20 2002

M/9.53/cty Hanaok pd \$20.00
William A. Shaw
Prothonotary

 to Writs Shaw

WRIT OF EXECUTION AND/OR ATTACHMENT

COPY

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

FIRST NATIONAL BANK OF
REYNOLDSVILLE, by its
successor in interest,
COMMUNITY FIRST BANK, N.A.,
Plaintiff

vs.

LOUISE HOLLOBAUGH a/k/a
ELLEN LOUISE HOLLOBAUGH,
deceased, and CHERYL SHENKLE,
Executrix of the Estate of
ARTHUR E. HOLLOBAUGH,
Defendants

No. 2002 - 295 C.D.
Mortgage Foreclosure

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due Plaintiff from
Defendants:

(1) You are directed to levy upon the real estate of the
Defendants and to sell the interest therein. Said property is
described per the attached Exhibit A.

(2) You are also directed to attach the property of the
Defendants not levied upon in the possession of: (Not Applicable).

(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/her that he/she has been
added as a garnishee and is enjoined as above stated.

Amount due: \$165,056.31

Paid: \$

Interest:

Sheriff: \$

Proth. Costs: \$160.67

Other Costs: \$

Date: 5/27/02



William A. Shaw
Prothonotary

Received this Writ this ____ day
of _____, 2002, at ____ A.M./P.M.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12622

FIRST NATIONAL BANK OF REYNOLDSVILLE ET AL

2002-295 CD

VS.

HOLLOBAUGH, LOUISE

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JULY 9, 2002 AT 10:00 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS CHERYL SHENKLE, EXECUTRIX OF THE ESTATE OF ARTHUR E. HOLLOBAUGH. THE PROPERTY WAS POSTED THIS DATE.

A SALE WAS SET FOR SEPTEMBER 6, 2002 AT 10:00 A.M.

NOW, JULY 9, 2002 AT 10:00 A.M. SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON CHERYL SHENKLE, EXECUTRIX OF THE ESTATE OF ARTHUR E. HOLLOBAUGH, AT HER RESIDENCE 50 LIDDLE ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CHERYL SHENKLE, DEFENDANT A TRUE AND ATTESTED COPY OF THE WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, JULY 9, 2002 AT 10:30 A.M. SERVED DALE HOLLOBAUGH, DEFENDANT OCCUPYING ESTATE OF ARTHUR E. HOLLOBAUGH, WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY BY HANDING TO PAM HOLLABAUGH WIFE OF DEFENDANT AT HER RESIDENCE R. R. #1, BOX 31 PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA A TRUE AND ATTESTED COPY OF THE WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, SEPTEMBER 6, 2002 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, SEPTEMBER 16, 2002 BILLED ATTORNEY FOR THE AMOUNT OF COSTS DUE.

NOW, SEPTEMBER 25, 2002 RECEIVED CHECK FROM ATTORNEY FOR COSTS.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12622

FIRST NATIONAL BANK OF REYNOLDSVILLE ET AL

2002-295 CD

VS.

HOLLOBAUGH, LOUISE

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, OCTOBER 18, PAID COSTS FROM ATTORNEY ADVANCE AND CHECK.

NOW, OCTOBER 18, RETURNED WRIT AS SALE BEING HELD. PROPERTY
PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, OCTOBER 18, 2002 DEED WAS FILED

SHERIFF HAWKINS \$221.24

SURCHARGE \$40.00

PAID BY ATTORNEY

FILED

012:25 ^{NO} ^{CC}
OCT 18 2002 ^E ^{KES}

William A. Shaw
Prothonotary

Sworn to Before Me This

18th Day Of October 2002

William A. Shaw

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

So Answers,

Chester A. Hawkins
By Cynthia Butler-Aughenbaugh

Chester A. Hawkins

Sheriff

WRIT OF EXECUTION AND/OR ATTACHMENT

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

FIRST NATIONAL BANK OF
REYNOLDSVILLE, by its
successor in interest,
COMMUNITY FIRST BANK, N.A.,
Plaintiff

vs.

LOUISE HOLLOBAUGH a/k/a
ELLEN LOUISE HOLLOBAUGH,
deceased, and CHERYL SHENKLE,
Executrix of the Estate of
ARTHUR E. HOLLOBAUGH,
Defendants

No. 2002 - 295 C.D.
Mortgage Foreclosure

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due Plaintiff from
Defendants:

(1) You are directed to levy upon the real estate of the
Defendants and to sell the interest therein. Said property is
described per the attached Exhibit A.

(2) You are also directed to attach the property of the
Defendants not levied upon in the possession of: (Not Applicable).

(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/her that he/she has been
added as a garnishee and is enjoined as above stated.

Amount due: \$165,056.31

Paid: \$

Interest:

Sheriff: \$
Proth. Costs: \$160.69
Other Costs: \$

Date: 5/29/02



William A. Shaw
Prothonotary

Received this Writ this 29 day
of May, 2002, at 10:15 A.M./P.M.

Chester A. Hawkins
by Cynthia Aughenbaugh

Requesting Party Name:

Robert M. Hanak, Esq.
Hanak, Guido and Taladay
498 Jeffers St., P. O. Box 487
DuBois, PA 15801

EXHIBIT A

All that certain piece or parcel of land located in Warrant 4231, Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point, said point being at the intersection of the centerlines of the black top road leading North from Lake Sabula and the dirt road leading West to the Reformed Church; thence by the centerline of said dirt road North $67^{\circ} 45'$ West 153.8 feet to a point; thence by lands now or formerly of Green Glen Corporation, the following courses and distances:

North $11^{\circ} 06'$ West 23.0 feet to an iron pipe; thence North $27^{\circ} 52'$ West 89.2 feet to an iron pipe; thence $44^{\circ} 35'$ West 91.22 feet to an iron pipe; thence North $35^{\circ} 18'$ East 105.1 feet to an iron pipe; thence South $86^{\circ} 36'$ East 225.4 feet to a point in the centerline of aforesaid black top road; thence by same South $6^{\circ} 24'$ West 287.1 feet to the place of beginning. Containing 1.29 acres more or less exclusive of road right-of-way.

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME HOLLOBAUGH NO. 02-295-CD

NOW, SEPT. 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 SEPT. 2002, I exposed the within described real estate of LOUISE HOLLOBAUGH AND ARTHUR HOLLOBAUGH, CHERYL SHENKLE, EXECUTRIX to public venue or outcry at which time and place I sold the same to FIRST NATIONAL BANK OF REYNOLDSVILLE, BY ITS SUCCESSOR IN INTEREST COMMUNITY FIRST BANK N.A. he/she being the highest bidder, for the sum of 1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	10.40
LEVY	15.00
MIELAGE	10.40
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00

**TOTAL SHERIFF
COSTS 221.24**

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	20.00
TRANSFER TAX 2%	
TOTAL DEED COSTS 20.00	

DEBIT & INTEREST:

DEBT-AMOUNT DUE	165,056.31
INTEREST	
TO BE ADDED	

TOTAL DEBT & INTEREST 165,056.31

COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	369.90
LATE CHARGES & FEES	
TAXES - collector	917.28
TAXES - tax claim	2,221.39
DUE	
COST OF SUIT -TO BE ADDED	
LIEN SEARCH	100.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	5.00
DEED COSTS	20.00
ATTORNEY COMMISSION	
SHERIFF COSTS	221.24
LEGAL JOURNAL AD	154.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	160.69
MORTGATGE SEARCH	40.00

SATISFACTION FEE

ESCROW DEFICIENCY

MUNICIPAL LIEN

TOTAL COSTS 4,209.50

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