

02-353-CD  
S & T BANK -vs- TIMOTHY R. RUTTINGER et al

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

S & T BANK,

Plaintiff

vs.

TIMOTHY R. RUTTINGER and  
SUSAN M. BOSAK a/k/a SUSAN M.  
RUTTINGER

Defendants

No. ~~202~~- 353-CD

Type of Case:  
**FORECLOSURE**

Type Of Pleading:  
**COMPLAINT**

Filed on Behalf of:  
**PLAINTIFF**

Attorney for this party:  
**Peter F. Smith, Esquire**  
Supreme Court No. 34291  
30 South Second Street  
P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

**FILED**

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*de*  
MAR 08 2002  
013422 latty Smith pd  
William A. Shaw \*80.00  
Prothonotary  
3cc atty..

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

S & T BANK,	:	No. 2002-
	:	
Plaintiff	:	Type of Case:
	:	<b>FORECLOSURE</b>
vs.	:	
	:	Type Of Pleading:
TIMOTHY R. RUTTINGER and	:	<b>COMPLAINT</b>
SUSAN M. BOSAK a/k/a	:	
M. RUTTINGER	:	
Defendants	:	Filed on Behalf of:
	:	<b>PLAINTIFF</b>

NOTICE TO DEFEND

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

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

Clearfield County Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641 ext. 5982

## AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the Court. You must attend the scheduled conference or hearing.

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

S & T BANK,	:	No. 2002-
Plaintiff	:	
	:	
vs.	:	
	:	
TIMOTHY R. RUTTINGER and	:	
SUSAN M. BOSAK, a/k/a SUSAN	:	
M. RUTTINGER	:	
Defendants	:	

**COMPLAINT TO FORECLOSURE MORTGAGE**

COMES NOW, S& T BANK, by its attorney, Peter F. Smith, who pursuant to PaC.P. 1147 pleads:

1. The name of the Plaintiff is **S & T BANK**, a national banking institution, with its principal office at 800 Philadelphia Street, Indiana, Pennsylvania, 15701.
2. The names of the Defendants are **TIMOTHY R. RUTTINGER** and **SUSAN M. BOSAK** a/k/a **SUSAN M. RUTTINGER**, whose last known address is 587 Treasure Lake, DuBois, Pennsylvania, 15801.
3. The parcel of real estate subject to this action is a house and ½ lots known as 587 Treasure Lake, DuBois, Pa 15801, which is in Clearfield County, Pennsylvania, more particularly described as follows:

**ALL that certain tracts of land designated as Lot Nos. 442 And 443, section No. 15 "Bimini", in the Treasure Lake Subdivision ion Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.**

**EXCEPTING AND RESERVING therefrom and subject to:**

- 1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments or record and in the aforesaid recorded plan.**
- 2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.**
- 3. All minerals and mining rights of every kind and nature.**
- 4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.**

**BEING the same premises which were conveyed to Timothy R. Ruttinger, et al. by deed of Timothy R. Ruttinger dated April 27, 1998 and intended to record in Volume 1926, page 434.**

**Tax Map Numbers 128-C3-015-442-21 and 128-C3-015-443-21.**

4. The Defendants mortgaged the property described above to S & T Bank, Plaintiff, by instrument dated November 17, 1998 for principal debt of \$50,000.00 together with interest. Said mortgage was recorded in Clearfield County Record Volume 1988, Page 51. A true and correct copy of said mortgage is attached hereto and incorporated herein as Exhibit A.

5. Defendant also executed a Home Equity Agreement in favor of S & T Bank together with the forgoing mortgage evidencing their personal obligation to pay the \$50,000.00 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto incorporated herein by reference Exhibit B.

6. Plaintiff has not assigned this mortgage or home equity agreement.

7. No judgment has been entered in any jurisdiction upon this mortgage or underlying obligation to pay the note.

8. Defendants are entitled to no credits or set-offs.

9. On or about November 27, 2001, the Defendants failed to make the full

monthly payment of \$411.00, and at no time since then have all monthly payments been made which constitutes a default.

10. After crediting all amounts paid by the Defendant to Plaintiff in reduction of this mortgage, there is a total past due of \$964.85 as of February 13, 2002.

11. Written and oral demand have been made upon the Defendants to make payments to Plaintiff and correct their default, but either has failed to do so.

12. The exact amount due under said mortgage and because of Defendant's default, after acceleration of the balance due pursuant to its terms as of February 13, 2002, are as follows:

a)	Balance	\$44,905.47
b)	Late Fees	\$ 555.17
c)	Interest Due to 02/13/02	\$ 2,590.85
d)	Additional Fees	\$ 25.00
e)	Interest accruing after 02/13/02 at \$6.4590060 per day (to be added)	\$
e)	Costs of suit (to be added)	\$
f)	Attorney's fees	\$

PRELIMINARY TOTAL	\$48,076.49
<b>FINAL TOTAL</b>	<b>\$</b>

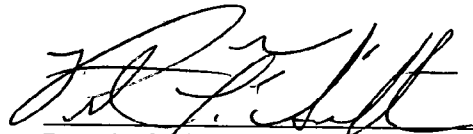
13. In compliance with Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 et seq., and the Homeowner's Emergency Mortgage Assistance Act, 1959, Dec. P.L. 1688, No. 621, art. IV-C, Section 402-C, added 1983, Dec 23, P.L. 385, No. 91, Section 2, 35 P.S. Section 1680.401c et seq., S & T Bank sent a letter to the Defendant by Certified Mail on November 30, 2001, at their last known address advising their default and rights under this Act. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit C.

14. The original certified mail receipts postmarked by the U.S. Postal Service are attached hereto and incorporated herein by reference as Exhibit D.

15. More than thirty (30) days have elapsed since the mailing of said notice. Neither Plaintiff nor Plaintiff's counsel have received notice that the Defendant has their rights under said notices.

WHEREFORE, Plaintiff demands judgment in its favor as specified in Paragraph 12 above, authority to foreclose its mortgage against the real estate, and such other relief as the court deems just.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "P. F. Smith", written over a horizontal line.

Peter F. Smith  
Attorney for Plaintiff

Dated: 3-6-02



AFFIDAVIT

STATE OF PENNSYLVANIA :  
: SS  
COUNTY OF CLEARFIELD :

R. C. BERQUIST, JR., being duly sworn according to law, deposes and says that he is the Vice President for S & T BANK, and, as such, is duly authorized to make this Affidavit, and further, that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

R.C. Berquist  
R. C. Berquist, Vice President S & T

SWORN TO AND SUBSCRIBED

Before me this 4  
Day of March, 2002

Marilyn E. Hoare  
Notary Public

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

**RECORDATION REQUESTED BY:**

S&T BANK  
410 MAIN ST  
CLARION, PA 16214

VOL 1988 PAGE 51

**WHEN RECORDED MAIL TO:**

S&T BANK  
ATTN: File Mgmt  
PO BOX 190  
INDIANA, PA 15701

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 8:55 AM 11-24-98  
BY JTB/K  
FEES 15.50  
Karen L. Starck, Recorder

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**OPEN - END MORTGAGE  
THIS MORTGAGE SECURES FUTURE ADVANCES**

THIS MORTGAGE IS DATED NOVEMBER 17, 1998, between TIMOTHY R. RUTTINGER and SUSAN M. BOSAK now known as SUSAN M. RUTTINGER, joint tenants with right of survivorship, whose address is 587 TREASURE LAKE, DuBOIS, PA 15801-9012 (referred to below as "Grantor"); and S&T BANK, whose address is 410 MAIN ST, CLARION, PA 16214 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or anywise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in CLEARFIELD County, Commonwealth of Pennsylvania (the "Real Property"):

REFERENCE DEED BOOK VOLUME 1926, PAGE 434

LOT NO. 442 ASSESSMENT #128-C03-15-442-21

LOT NO. 443 ASSESSMENT #128-C03-15-443-21

TOWNSHIP OF SANDY

The Real Property or its address is commonly known as SECTION 15 LOTS NO. 442 AND 443 TREASURE LAKE, DuBOIS, PA 15801.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Borrower.** The word "Borrower" means each and every person or entity signing the Note, including without limitation TIMOTHY R. RUTTINGER and SUSAN M. RUTTINGER.

**Credit Agreement.** The words "Credit Agreement" mean the revolving line of credit agreement dated November 17, 1998, between Lender and Borrower with a credit limit of \$50,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement.

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

**Grantor.** The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Credit Agreement, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Credit Agreement except as otherwise provided by contract or law.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

**Indebtedness.** The word "Indebtedness" means all principal up to \$50,000.00 outstanding under the Note at any time and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to

enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Borrower unless Borrower fails to comply with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance, plus interest. The liens and security interests created pursuant to this Mortgage covering the indebtedness which may be created in the future shall relate back to the date of this Mortgage.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor and Borrower agree that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until in default, Grantor may remain in possession and control of and operate and manage the Real Property and collect the Rents.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in the following paragraph.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of fifteen (15) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the credit line and be apportioned among and be

payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of Credit Agreement, or (c) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. This Mortgage also a secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage.

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons.

**EXISTING INDEBTEDNESS.** The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

**Existing Lien.** The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

**FULL PERFORMANCE.** If Borrower pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Real Estate and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Subject to applicable law, Lender shall have the right at its option without notice to Borrower, to declare the entire Indebtedness immediately due and payable.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by nonjudicial sale.

**Deficiency Judgment.** Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.

**Attorneys' Fees; Expenses.** In the event of foreclosure of this Mortgage, Lender shall be entitled to recover from Grantor and Borrower attorneys' fees and actual disbursements necessarily incurred by Lender in pursuing such foreclosure.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Applicable Law.** This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. This Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.**

**THIS MORTGAGE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.**

**GRANTOR:**

X  (SEAL)  
TIMOTHY R. RUTTINGER

X  M. Ruttinger  
SUSAN M. BOSAK now known as SUSAN M. RUTTINGER

Signed, acknowledged and delivered in the presence of:

X Loretta J. McIntosh  
Witness

X Loretta J. McIntosh  
Witness

## CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, S&T BANK, herein is as follows:  
410 MAIN ST, CLARION, PA 16214

Attorney or Agent for Mortgagee

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania )  
COUNTY OF Clearfield ) ss

On this, the 17<sup>th</sup> day of November, 19 98, before me Loretta J. McIntosh, the undersigned Notary Public, personally appeared TIMOTHY R. RUTTINGER and SUSAN M. BOSAK now known as SUSAN M. RUTTINGER, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Loretta J. McIntosh  
Notary Public in and for the State of Pennsylvania

LASER PRO, Reg. U.S. Pat. &amp; T.M. Off., Ver. 3.20 (c) 1998 CFI ProServices, Inc. All rights reserved. [PA-G03 RUTTINGER L33.OVL]

Notarial Seal  
Loretta J. McIntosh, Notary Public  
DuBois, Clearfield County  
My Commission Expires Oct. 21, 2001

Member, Pennsylvania Association of Notaries

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



Karen L. Starck  
Karen L. Starck  
Recorder of Deeds

Entered of Record 11-24 19 98; 8:55 - Karen L. Starck, Recorder



## HOME EQUITY AGREEMENT - 436

Principal	Loan Date	Maturity	Loan No.	Call	Collateral ID	Account	Officer	Initials
\$50,000.00	11-17-1998		00091			00000100670	704	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** TIMOTHY R. RUTTINGER  
SUSAN M. RUTTINGER  
567 TREASURE LAKE  
DUBOIS, PA 16801-0012

**Lender:** S&T BANK  
CLARION BRANCH  
410 MAIN ST  
CLARION, PA 16214

### CREDIT LIMIT: \$50,000.00

**Date of Agreement:** November 17, 1998

**Introduction.** This HOME EQUITY AGREEMENT - 436 ("Agreement") governs your line of credit (the "Credit Line" or the "Credit Line Account") issued through S&T BANK. In this Agreement, the words "Borrower," "you," "your," and "Applicant" mean each and every person who signs this Agreement, including all Borrowers named above. The words "we," "us," "our," and "Lender" mean S&T BANK. You agree to the following terms and conditions:

**Promise to Pay.** You promise to pay S&T BANK, or order, the total of all credit advances and FINANCE CHARGES, together with all costs and expenses for which you are responsible under this Agreement or under the "Mortgage" which secures your Credit Line. You will pay your Credit Line according to the payment terms set forth below. If there is more than one Borrower, each is jointly and severally liable on this Agreement. This means we can require any one of you to pay all amounts due under this Agreement, including credit advances made to any of you. Each Borrower authorizes any other Borrower, on his or her signature alone, to cancel the Credit Line, to request and receive credit advances, and to do all other things necessary to carry out the terms of this Agreement. We can release any of you from responsibility under this Agreement, and the others will remain responsible.

**Term.** The term of your Credit Line will begin as of the date of the Agreement ("Opening Date") and will continue as follows: The term shall be the total aggregate of the two periods of time described hereinafter as the "Draw Period" and the "Repayment Period". All indebtedness under this Agreement, if not already paid pursuant to the payment provisions below, will be due and payable at the end of this term. The draw period of your Credit Agreement will begin on a date, after the Opening Date, when the Agreement is accepted by us in the Commonwealth of Pennsylvania, following the expiration of the right to cancel, the perfection of the Mortgage, the receipt of all required certificates of noncancellation, and the meeting of all of our other conditions and will continue as follows: 60 MONTHS FROM THE DATE OF THIS AGREEMENT. You may obtain credit advances during this period ("Draw Period"). After the Draw Period ends, the repayment period will begin. You will no longer be able to obtain credit advances. The length of the repayment period is as follows: 240 MONTHS. THE PAYMENTS SHALL BE CALCULATED USING THE OUTSTANDING BALANCE AT THE TIME THE REPAYMENT PERIOD BEGINS. You agree that we may renew or extend the period during which you may obtain credit advances or make payments. You further agree that we may renew your Credit Line Account or extend its term.

**Minimum Payment.** Initially, your Regular Payment will be based on a percentage of your outstanding balance plus all accrued FINANCE CHARGES as shown below or \$100.00, whichever is greater. Your payment will be rounded up to the nearest dollar. Your payments will be due monthly.

#### Range of Balances

#### Number of Payments

#### Regular Payment Calculation

All Balances

60

0.417 % of your outstanding balance plus all accrued FINANCE CHARGES

Thereafter your Regular Payment will be based on an amortization of your balance at the start of the new payment period plus all accrued FINANCE CHARGES as shown below or \$100.00, whichever is greater. Your payment will be rounded up to the nearest dollar. Your payments will be due monthly.

#### Range of Balances

#### Regular Payment Calculation

All Balances

1 /240th of your balance at the start of the payment period plus all accrued FINANCE CHARGES

Your "Minimum Payment" will be the Regular Payment, plus any amount past due and all other charges. In any event, if your Credit Line balance falls below \$100.00, you agree to pay your balance in full. An increase in the ANNUAL PERCENTAGE RATE will increase the amount of your Regular Payment. You agree to pay not less than the Minimum Payment on or before the due date indicated on your periodic billing statement.

**Application of Payments.** Unless otherwise agreed or required by applicable law, payments and other credits will be applied in the following order: to (a) any voluntary credit life and disability insurance premiums; (b) FINANCE CHARGES; (c) unpaid principal; and (d) late charges and other charges.

**Receipt of Payments.** All payments must be made by a check, money order, or other instrument in U.S. dollars and must be received by us at the remittance address shown on your periodic billing statement. Payments received at that address prior to Eastern Standard Time on any business day will be credited to your Credit Line as of the date received. If we receive payments at other locations, such payments will be credited promptly to your Credit Line, but crediting may be delayed for up to five (5) days after receipt.

**Credit Limit.** This Agreement covers a revolving line of credit for Fifty Thousand & 00/100 Dollars (\$50,000.00), which will be your "Credit Limit" under this Agreement. During the Draw Period we will honor your request for credit advances subject to the section below on Lender's Rights. You may borrow against the Credit Line, repay any portion of the amount borrowed, and re-borrow up to the amount of the Credit Limit. Your Credit Limit is the maximum amount you may have outstanding at any one time. You agree not to attempt, request, or obtain a credit advance that will make your Credit Line Account balance exceed your Credit Limit. Your Credit Limit will not be increased should you overdraw your Credit Line Account. If you exceed your Credit Limit, you agree to repay immediately the amount by which your Credit Line Account exceeds your Credit Limit, even if we have not yet billed you. Any credit advances in excess of your Credit Limit will not be secured by the Mortgage covering your principal dwelling.

**Charges to Your Credit Line.** We may charge your Credit Line to pay other fees and costs that you are obligated to pay under this Agreement under the Mortgage or under any other document related to your Credit Line. In addition we may charge your Credit Line for funds required for continuing Insurance coverage as described in the paragraph titled "Insurance" below or as described in the Mortgage. We may also, at our option, charge your

Credit Line to pay any costs or expenses to protect or perfect our security interest in your dwelling. These costs or expenses include, without limitation, payments to cure defaults under any existing liens on your dwelling. If you do not pay your property taxes, we may charge your Credit Line and pay the delinquent taxes. Any amount so charged to your Credit Line will be a credit advance and will decrease the funds available, if any, under the Credit Line. However, we have no obligation to provide any of the credit advances referred to in this paragraph.

**Credit Advances.** After the Effective Disbursement Date of this Agreement, you may obtain credit advances under your Credit Line as follows:

- (a) Writing a preprinted "Special Personal Cash Reserve Check" that we will supply to you.
- (b) Requesting a credit advance in person at any of our authorized locations.
- (c) Requesting an advance by mail.
- (d) Writing a check on your designated account with us in excess of the available collected balance in the account, if you have selected the overdraft protection feature available with this Credit Line.

If there is more than one person authorized to use this Credit Line Account, you agree not to give us conflicting instructions, such as one of you telling us not to give advances to the other.

**Limitations on the Use of Special Personal Cash Reserve Checks.** We reserve the right not to honor Special Personal Cash Reserve Checks in the following circumstances:

- (a) Your Credit Limit has been or would be exceeded by paying the Special Personal Cash Reserve Check.
- (b) Your Special Personal Cash Reserve Check is post-dated. If a post-dated Special Personal Cash Reserve Check is paid and as a result any other check is returned or not paid, we are not responsible.
- (c) Your Special Personal Cash Reserve Checks have been reported lost or stolen.
- (d) Your Special Personal Cash Reserve Check is not signed by an "Authorized Signer" as defined below.
- (e) Your Credit Line has been terminated or suspended as provided in this Agreement or could be if we paid the Special Personal Cash Reserve Check.
- (f) Your Special Personal Cash Reserve Check is less than the minimum amount required by this Agreement or you are in violation of any other transaction requirement or would be if we paid the Special Personal Cash Reserve Check.

If we pay any Special Personal Cash Reserve Check under these conditions, you must repay us, subject to applicable laws, for the amount of the Special Personal Cash Reserve Check. The Special Personal Cash Reserve Check itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of a check is limited to your actual damages. Dishonor for any reason as provided in this Agreement is not wrongful dishonor. We may choose not to return Special Personal Cash Reserve Checks along with your periodic billing statements; however, your use of a Special Personal Cash Reserve Check will be reflected on your periodic statement as a credit advance. We do not "certify" Special Personal Cash Reserve Checks drawn on your Credit Line.

**Transaction Requirements.** The following transaction limitations will apply to accessing your Credit Line by writing a Special Personal Cash Reserve Check, requesting an advance in person, requesting an advance by mail or Writing a check on your designated account with us in excess of the available collected balance in the account, if you have selected the overdraft protection feature available with this Credit Line.

**Minimum Advance Amount.** The minimum amount of any credit advance that can be made on your Credit Line is as follows: \$100.00. This means any Special Personal Cash Reserve Check must be written for at least the minimum advance amount.

**Authorized Signers.** The words "Authorized Signer" on Special Personal Cash Reserve Checks as used in this Agreement mean and include each person who (a) signs the application for this Credit Line, (b) signs this Agreement, or (c) has executed a separate signature authorization card for the Credit Line Account.

**Lost Special Personal Cash Reserve Checks.** If you lose your Special Personal Cash Reserve Checks or someone is using them without your permission, you agree to let us know immediately. The fastest way to notify us is by calling us at (814) 228-4730. You also can notify us at our address shown at the beginning of this Agreement.

**Future Credit Line Services.** Your application for this Credit Line also serves as a request to receive any new services (such as access devices) which may be available at some future time as one of our services in connection with this Credit Line. You understand that this request is voluntary and that you may refuse any of these new services at the time they are offered. You further understand that the terms and conditions of this Agreement will govern any transactions made pursuant to any of these new services.

**Collateral.** This Agreement is secured by a Mortgage dated November 17, 1998, to us on property located in CLEARFIELD County, Commonwealth of Pennsylvania (the "Property"), all the terms and conditions of which are hereby incorporated in and made a part of this Agreement.

**Property Insurance.** You must obtain insurance on the Property securing this Agreement that is reasonably satisfactory to us. You may obtain property insurance through any company of your choice that is reasonably satisfactory to us. Subject to applicable law, if you fail to obtain or maintain insurance as required in the Mortgage, we may purchase insurance to protect our own interest, add the premium to your balance, pursue any other remedies available to us, or do any one or more of these things. Further information concerning these property insurance requirements is set forth in the Mortgage and in the Agreement to Provide Insurance, all the terms and conditions of which are hereby incorporated and made part of this Agreement.

**Right of Setoff.** You grant to us a contractual security interest in, and hereby assign, convey, deliver, pledge, and transfer to us all right, title and interest in and to, your accounts with us (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts you may open in the future, excluding however all IRA, Keogh, and trust accounts. You authorize us, to the extent permitted by applicable law, to charge or setoff all sums owing on this Agreement against any and all such accounts.

**Periodic Statements.** If you have a balance owing on your Credit Line Account or have any account activity, we will send you a periodic statement. It will show, among other things, credit advances, FINANCE CHARGES, other charges, payments made, other credits, your "Previous Balance," and your "New Balance." Your statement also will identify the Minimum Payment you must make for that billing period and the date it is due.

**When FINANCE CHARGES Begin to Accrue.** Periodic FINANCE CHARGES for credit advances under your Credit Line will begin to accrue on the date credit advances are posted to your Credit Line. There is no "free ride period" which would allow you to avoid a FINANCE CHARGE on your Credit Line credit advances.

(Continued)

**Method Used to Determine the Balance on Which the FINANCE CHARGE Will Be Computed.** A daily FINANCE CHARGE will be imposed on all credit advances made under your Credit Line imposed from the date of each credit advance based on the "daily balance" method. To get the daily balance we take the beginning balance of your Credit Line Account each day, add any new advances and subtract any payments or credits and any unpaid FINANCE CHARGES. This gives us the "daily balance."

**Method of Determining the Amount of FINANCE CHARGE.** Any FINANCE CHARGE is determined by applying the "Periodic Rate" to the balance described above. Then we add together the periodic FINANCE CHARGES for each day in the billing cycle. This is your FINANCE CHARGE calculated by applying a Periodic Rate.

**Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE.** We will determine the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE as follows. Initially, we will apply the discounted rates shown below. Thereafter, we start with an independent index, (the "Index"), which is the Prime rate as published daily in the Wall Street Journal. When a range of rates has been published, the higher of the rates will be used. We will use the most recent Index value available to us as of the date of any ANNUAL PERCENTAGE RATE adjustment. The Index is not necessarily the lowest rate charged by us on our loans. To determine the Periodic Rate that will apply to your account, we add a margin to the value of the Index, then divide the value by the number of days in a year (daily). To obtain the ANNUAL PERCENTAGE RATE we multiply the Periodic Rate by the number of days in a year (daily). This result is the ANNUAL PERCENTAGE RATE. The ANNUAL PERCENTAGE RATE includes only interest and no other costs.

The Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on your Credit Line will increase or decrease as the Index increases or decreases from time to time. However, if the Index rate change since the previous adjustment is less than 0.125%, the ANNUAL PERCENTAGE RATE will not change. Any increase in the Periodic Rate will take the form of higher payment amounts. Adjustments to the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE resulting from changes in the Index will take effect quarterly, beginning the first day of the fiscal quarter following the 180 day special introductory rate expiration, at which time the rate shall adjust to the prevailing Wall Street Journal Prime plus .500 percentage point. In no event will the ANNUAL PERCENTAGE RATE be more than the lesser of 18.000% or the maximum rate allowed by applicable law. Today the Index is 8.250% per annum, and therefore the initial Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on your Credit Line are as stated below:

#### Rates During the Discount Period

Range of Balances	Discount Rate	ANNUAL PERCENTAGE RATE	Daily Periodic Rate
All Balances	6.990 %	6.990 %	0.01915 %

The term of the discount period is 6 payments. The special introductory discounted interest rate is offered at a fixed rate of 6.990%. The special discounted rate is available only for the initial 180 days of your Home Equity Credit Line Draw Period beginning on the "Opening Date" of this Agreement and assuming that credit advances are made during the first month of the term.

#### Current Undiscounted Rates

Range of Balance or Conditions	Margin Added to Index	ANNUAL PERCENTAGE RATE	Daily Periodic Rate
All Balances	0.500 %	8.750 %	0.02397 %

Notwithstanding any other provision of this Agreement, we will not charge interest on any undisbursed loan proceeds.

**Conditions Under Which Other Charges May be Imposed.** You agree to pay all the other fees and charges related to your Credit Line as set forth below:

**Overdraft Protection Fee.** A nonrefundable Overdraft Protection Fee of \$12.00 will be charged to your Credit Line at the following time: If you have selected the Overdraft Protection feature available with this Credit Line, this fee will be charged and will be due as shown on your first monthly billing statement and annually thereafter during the annual anniversary month of the date of this Agreement. Unless not permitted by applicable law, this fee is subject to change at the sole discretion of the Lender.

**Late Charges.** Your payment will be late if it is not received by us within 15 days of the "Payment Due Date" shown on your periodic statement. If your payment is late we may charge you 10.000% of the payment or \$20.00, whichever is greater.

**Scheduled Fee Changes.**

**Annual Fee.** An annual fee in the amount of \$25.00 will be charged and will be due as shown on the monthly billing statement you will receive during the annual anniversary month of the date of your Home Equity Agreement.

**Lien Release Fees.** In addition to all other charges, you agree, to the extent not prohibited by law, to pay all governmental fees for release of our security interests in collateral securing your Credit Line. You will pay these fees at the time the lien or liens are released. The estimated amount of these future lien release fees is \$15.50.

#### Lender's Rights.

(a) **Termination and Acceleration.** We can terminate your Credit Line Account and require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if any of the following happen:

(1) You commit fraud or make a material misrepresentation at any time in connection with this Credit Line Account. This can include, for example, a false statement about your income, assets, liabilities, or any other aspects of your financial condition.

(2) You do not meet the repayment terms of this Credit Line Account.

(3) Your action or inaction adversely affects the collateral for the plan or our rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the Property, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the Property, creation of a senior lien on the Property without our permission, foreclosure by the holder of another lien or the use of funds or the dwelling for prohibited purposes.

(b) **Suspension or Reduction.** In addition to any other rights we may have, we can suspend additional extensions of credit or reduce your Credit



Limit during any period in which any of the following are in effect:

(1) The value of your Property declines significantly below the Property's appraised value for purposes of this Credit Line Account. This includes, for example, a decline such that the initial difference between the credit limit and the available equity is reduced by fifty percent and may include a smaller decline depending on the individual circumstances.

(2) We reasonably believe that you will be unable to fulfill your payment obligations under your Credit Line Account due to a material change in your financial circumstances.

(3) You are in default under any material obligations of this Credit Line Account. We consider all of your obligations to be material. Categories of material obligations include the events described above under Termination and Acceleration, obligations to pay fees and charges, obligations and limitations on the receipt of credit advances, obligations concerning maintenance or use of the Property or proceeds, obligations to pay and perform the terms of any other deed of trust, mortgage or lease of the Property, obligations to notify us and to provide documents or information to us (such as updated financial information), obligations to comply with applicable laws (such as zoning restrictions), and obligations of any cosigner. No default will occur until we mail or deliver a notice of default to you, so you can restore your right to credit advances.

(4) We are precluded by government action from imposing the ANNUAL PERCENTAGE RATE provided for under this Agreement.

(5) The priority of our security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the Credit Limit.

(6) We have been notified by governmental authority that continued advances may constitute an unsafe and unsound business practice.

(c) Change in Terms. We may make changes to the terms of this Agreement if you agree to the change in writing at that time, if the change will unequivocally benefit you throughout the remainder of your Credit Line Account, or if the change is insignificant (such as changes relating to our data processing systems). If the Index is no longer available, we will choose a new Index and margin. The new Index will have an historical movement substantially similar to the original Index, and the new Index and margin will result in an ANNUAL PERCENTAGE RATE that is substantially similar to the rate in effect at the time the original Index becomes unavailable. We may prohibit additional extensions of credit or reduce your Credit Limit during any period in which the maximum ANNUAL PERCENTAGE RATE under your Credit Line Account is reached.

(d) Collection Costs. If you do not pay, we may hire or pay someone else to help collect your Credit Line Account. You also will pay us that amount. This includes, subject to any limits under applicable law, our attorneys' fees and our legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay of injunction), appeals, and any anticipated post-judgment collection services.

(e) Access Devices. If your Credit Line is suspended or terminated, you must immediately return to us all Special Personal Cash Reserve Checks and any other access devices. Any use of Special Personal Cash Reserve Checks or other access devices following suspension or termination may be considered fraudulent. You will also remain liable for any further use of Special Personal Cash Reserve Checks or other Credit Line access devices not returned to us.

**Delay in Enforcement.** We may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right. If we delay or waive any of our rights, we may enforce that right at any time in the future without advance notice. For example, not terminating your account for non-payment will not be a waiver of our right to terminate your account in the future if you have not paid.

**Cancellation by You.** If you cancel your right to credit advances under this Agreement, you must notify us and return all Special Personal Cash Reserve Checks and any other access devices to us. Despite cancellation, your obligations under this Agreement will remain in full force and effect until you have paid us all amounts due under this Agreement.

**Prepayment.** You may prepay all or any amount owing under this Credit Line at any time without penalty, except we will be entitled to receive all accrued FINANCE CHARGES, and other charges, if any. Payments in excess of your Minimum Payment will not relieve you of your obligation to continue to make your Minimum Payments. Instead, they will reduce the principal balance owed on the Credit Line. If you mark a check, money order, or other instrument sent in payment with "Paid in Full" or with similar language, we may accept the payment, and you will remain obligated to pay any further amount owed to us.

**Notices.** All notices will be sent to your address as shown in this Agreement. Notices will be mailed to you at a different address if you give us written notice of a different address. You agree to advise us promptly if you change your mailing address.

**Annual Review.** You agree that you will provide us with a current financial statement, a new credit application, or both, annually, on forms provided by us. Based upon this information we will conduct an annual review of your Credit Line Account. You also agree we may obtain credit reports on you at any time, at our sole option and expense, for any reason, including but not limited to determining whether there has been an adverse change in your financial condition. We may require a new appraisal of the Property which secures your Credit Line at any time, including an internal inspection, at our sole option and expense. You authorize us to release information to others (such as credit bureaus, merchants, and other financial institutions) about the status and history of your Credit Line Account.

**Transfer or Assignment.** Without prior notice or approval from you, we reserve the right to sell or transfer your Credit Line Account to another lender, entity, or person, and to assign our rights under the Mortgage. Your rights under this Agreement belong to you only and may not be transferred or assigned. Your obligations, however, are binding on your heirs and legal representatives.

**Tax Consequences.** You should consult a tax advisor regarding the deductibility of interest and charges under the Credit Line Account.

**Governing Law.** This Agreement and its interpretation will be governed by federal law and by the laws of the Commonwealth of Pennsylvania. If there is any conflict between any of the terms and conditions of this Agreement and applicable federal or state law, this Agreement will be considered changed to the extent necessary to comply with the law. The Credit Line which is the subject of this Agreement has been applied for, considered, approved, and made in the Commonwealth of Pennsylvania.

**Interpretation.** The names given to paragraphs or sections in this Agreement are for convenience purposes only. They are not to be used to interpret or define the provisions of this Agreement. You agree that this Agreement, together with the Mortgage, is the best evidence of your agreements with us. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable. If we go to court for any reason, we can use a copy, filmed or electronic, of any periodic statement, this Agreement, the Mortgage, or any other document to prove what you owe us or that a transaction has taken place. The copy, microfilm, microfiche, or optical image will have the same validity as the original. You agree that, except to the extent you can show there is a billing error, your most current periodic billing statement is the best evidence of your obligation to pay.

**Overdraft Protection.** Borrower authorizes Lender to apply a credit advance to this Credit Line when a check is written on account(s) 3000472070 in excess of the available collected balance. However, Lender will not be obligated to advance funds on the Credit Line if the purpose of the advance is to pay scheduled loan payments authorized to be direct drafted from the above referenced account(s) for any loans with Lender. If overdraft protection is requested by Borrower, the Credit Line will be accessed in minimum increments of \$100.00 to cover overdrafts for any protected account.

**HOME EQUITY AGREEMENT - 436**  
(Continued)

**Cancellation Costs.** If Borrower chooses to close this Credit Line within 24 months from the date of this Agreement ("Opening Date"), Borrower will pay Lender all actual out-of-pocket closing costs which were incurred by Lender as indicated below:

Flood Zone Determination Fee \$0.00

Property Report/Bringdown \$45.00 to The Credit Bureau, Inc.

Appraisal \$0.00.

**Direct Draft Payments.** If you have chosen the direct draft payment feature available with this Credit Line and the funds in the designated account are insufficient to cover any payment, Lender shall not be obligated to advance funds to cover the payment.


**Acknowledgment.** You understand and agree to the terms and conditions in this Agreement. By signing this Agreement, you acknowledge that you have read this Agreement. You also acknowledge receipt of a copy of this Agreement, including the Fair Credit Billing Notice and the early home equity line of credit application disclosure, in addition to the handbook entitled "When Your Home is On the Line: What You Should Know About Home Equity Lines of Credit," given with the application.

This Agreement is dated November 17, 1998.

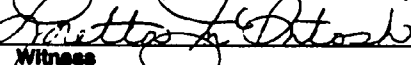
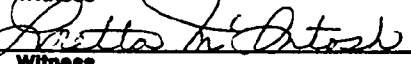
THIS AGREEMENT HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

**BORROWER:**

X   
TIMOTHY R. RUTTINGER

X   
SUSAN M. RUTTINGER

Signed, acknowledged and delivered in the presence of:

X   
Witness  
X   
Witness

Effective Disbursement Date: \_\_\_\_\_, 19 \_\_\_\_\_

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**BILLING ERROR RIGHTS****YOUR BILLING RIGHTS****KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**Notify us in case of errors or questions about your bill.**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at 410 MAIN ST, CLARION, PA 16214 or at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

Your name and account number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

**Your rights and our responsibilities after we receive your written notice.**

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your Credit Limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date on which it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

# 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

November 30, 2001

TIMOTHY R RUTTINGER  
SUSAN BOSAK RUTTINGER  
587 TREASURE LAKE  
DUBOIS PA 15801

RE: Personal Cash Reserve Loan #368-09800100670 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 Sandy Township, Clearfield County, State of Pennsylvania, **IS SERIOUSLY IN DEFAULT** (because you have not made the monthly payment of \$210.76 for the month of September, 2001 and \$445.70 for the month of October, 2001 and \$440.43 for the month of November, 2001 for a total of \$1,096.89). Late charges (and other costs) have also accrued to date in the amount of \$511.13. 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 **\$1,608.02**.

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:

S & T Bank  
Resource Recovery Department  
456 Main Street, PO Box D  
Brockway, PA 15824  
Phone: 814-268-1130 Fax: 814-268-1126

You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by S & T Bank at any time.

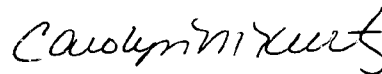
Timothy R. Ruttinger  
Susan Bosak Ruttinger  
November 30, 2001  
Page 4 of 4

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You \_\_\_ may or X may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

You may also have the right TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF. TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.) TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS. TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY S & T BANK. TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Very truly yours,



Carolyn M. Kurtz  
Resource Recovery Officer

CMK/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

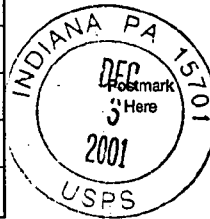
CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

# **CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

**OFFICIAL USE**

Postage	\$ 57
Certified Fee	210
Return Receipt Fee (Endorsement Required)	150
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 417



**Sent To**  
**TIMOTHY R RUTTINGER**  
**Street, Apt. No.,**  
**or PO Box No.** 587 TREASURE LAKE  
**City, State, ZIP+ 4**  
**DUBOIS PA 15801**

PS Form 3800, February 2001

See Reverse for Instructions

7001 0360 0001 0444 1461

### **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.**

**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:

TIMOTHY R RUTTINGER  
587 TREASURE LAKE  
DUBOIS PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

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

C. Signature

X

☐ Agent  
☐ Addressee

D. Is delivery address different from item 1?

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)

7001 0360 0001 0444 1461

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

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 •

**S & T BANK**  
**RESOURCE RECOVERY**  
**P.O. BOX D**  
**BROCKWAY PA 15824**

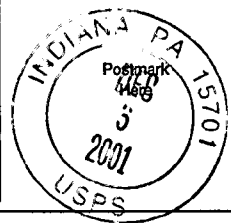


(Domestic Mail Only, No Insurance Coverage Provided)

7001 0460 0001 0444 1476

OFFICIAL USE

Postage	\$ 34
Certified Fee	210
Return Receipt Fee (Endorsement Required)	156
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 394



Sent To  
SUSAN BOSAK RUTTINGER

Street, Apt. No.;  
or PO Box No. 587 TREASURE LAKE

City, State, ZIP+4  
DUBOIS PA 15801

### **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.**

**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:

SUSAN BOSAK RUTTINGER  
587 TREASURE LAKE  
DUBOIS PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

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

S. Bosak Ruttinger 12-7-01

C. Signature

X

☐ Agent☐ AddresseeD. Is delivery address different from item 1? ☐ YesIf 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

## 2. Tracking Number (Copy from service label)

7001 0360 0001 0444 1478

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952



UNITED STATES POSTAL SERVICE



First-Class Mail<sup>®</sup>  
Postage & Fees Paid  
USPS  
Permit No. G-10

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

**S & T BANK**  
RESOURCE RECOVERY  
P.O. BOX D  
BROCKWAY PA 15824

**ATTORNEY**

**P.O. BOX 130**

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

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

S & T BANK,

Plaintiffs

No. 2002-353-CD

vs

TIMOTHY R. RUTTINGER and  
SUSAN M. BOSAK RUTTINGER

Defendants

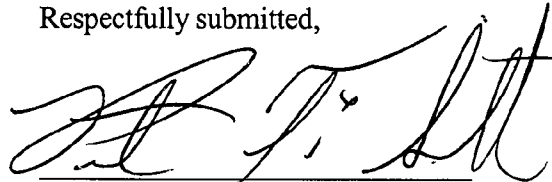
**PRAECIPE TO DISCONTINUE**

TO: William A. Shaw, Prothonotary

Dear Sir:

As counsel for the Plaintiff in the above captioned matter, I direct that it be  
"DISCONTINUED."

Respectfully submitted,



Peter F. Smith, Attorney for Plaintiff

Date: March 25, 2002

cc: M/M Ruttinger  
Carolyn M. Kurtz, S & T Bank

**FILED**

MAR 26 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

S & T Bank

Vs.

No. 2002-00353-CD

Timothy R. Ruttinger  
Susan M. Ruttinger

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on March 26, 2002 marked:

Discontinued

Record costs in the sum of \$80.00 have been paid in full by Peter F. Smith, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 26th day of March A.D. 2002.

---

William A. Shaw, Prothonotary

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

Sheriff Docket # 12224

S&T BANK

02-353-CD

VS.

RUTTINGER, TIMOTHY R. and SUSAN M. BOSAK a/k/a

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW MARCH 13, 2002 AT 10:30 AM EST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON SUSAN M. BOSAK A/K/A SUSAN M. RUTTINGER,  
DEFENDANT AT RESIDENCE, 587 TREASURE LAKE, DUBOIS, CLEARFIELD  
COUNTY, PENNSYLVANIA BY HANDING TO SUSAN BOSAK RUTTINGER A TRUE  
AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE  
AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: COUDRIET

NOW MARCH 13, 2002 AT 10:30 AM EST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON TIMOTHY R. RUTTINGER, DEFENDANT AT  
RESIDENCE, 587 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA  
BY HANDING TO SUSAN BOSAK RUTTINGER, WIFE 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
36.69	SHFF. HAWKINS PAID BY: PLFF.
20.00	SURCHARGE PAID BY: PLFF.

**FILED**

0/4:00  
MAY 02 2002

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  
Chester A. Hawkins  
Chester A. Hawkins  
Sheriff