

02-437-CD
S & T BANK -vs- WILLIAM M. DANCH et al

Date		Judge
03/22/2002	Filing: Complaint in Mortgage Foreclosure Paid by: James Grenen, Esquire Receipt number: 1840050 Dated: 03/22/2002 Amount: \$80.00 (Check) Property is located in the Township of Sandy, Clearfield County, PA. Two CC Sheriff	No Judge
04/15/2002	Entry of Appearance on behalf of the Defendants, William M. and Shelley Rae Danch. Filed by, s/Michael N. Vaporis, Esq. Certificate of Service no cc	No Judge
04/19/2002	Answer to the Complaint, filed by s/Michael N. Vaporis, Esq. No CC Certificate of Service, upon James F. Grenen, filed by s/Michael N. Vaporis	No Judge
05/07/2002	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
05/31/2002	Motion For Summary Judgment. Filed by s/Mary D. Grenen, Esq. Certificate of Service no cc	No Judge
	Praeipce for Argument on Motion For Summary Judgment. Filed by s/Mary D. Grenen, Esq. Cert of Svc no cc Copy to CA	No Judge
06/12/2002	Defendants' Affidavit, no cc s/Shelly Roe Danch	No Judge
07/22/2002	Order, NOW, this 19th day of July, 2002, date set for hearing into Plaintiff's Motion for Summary Judgment, issue being the sufficiency of the damages plead, it is the ORDER of this Court that Defendants granted two weeks from this date to file a brief on the issue with five days granted to Plaintiff upon receipt thereof to submit a reply brief. BY THE COURT: /s/John K. Reilly, Jr., P.J. One CC Vaporis One CC Grenen	John K. Reilly Jr.
08/01/2002	ORDER, NOW, this 31st day of July, 2002, Motion for Summary Judgment on behalf of the Plaintiff is GRANTED and JUDGMENT ENTERED in the amount of \$70,443.93, plus interest at the daily rate of \$9.69 from Feb. 12, 2002, together w/attorney's fees and costs. by the Court, s/JKR,JR.,P.J. 1 cc Atty Vaporis, Grenen	John K. Reilly Jr.

missing/out as of 8-1-02 ~~at~~

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK, formerly The
Savings & Trust Company of
Pennsylvania,

Plaintiff,

vs.

WILLIAM M. DANCH and
SHELLEY RAE DANCH,

Defendants.

CERTIFICATE OF LOCATION

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

(CITY, BORO. OR TOWNSHIP)

(WARD)

BY

I HEREBY CERTIFY THE ADDRESS OF THE
PLAINTIFF IS

800 Philadelphia Street
Indiana, Pa 15701

And the Defendant is

2700 White Pine Road
Pittsburgh, Pa 15851

ATTORNEY FOR

PLTF

DEF

CIVIL DIVISION

NO.: 02-437-00

FILED

ISSUE NO.:

TYPE OF PLEADING

CIVIL ACTION - COMPLAINT
IN MORTGAGE FORECLOSURE

CODE -

FILED ON BEHALF OF:

S&T BANK, formerly The Savings &
Trust Company of Pennsylvania,
Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

James F. Grenen, Esquire
Pa. I.D. #46478

GRENEN & BIRSIC, P.C.

One Gateway Center, Nine West
Pittsburgh, PA 15222

(412) 281-7650

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

Attorney for

Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

S&T BANK, formerly The Savings
& Trust Company of Pennsylvania,

Plaintiff,

NO.:

vs.

WILLIAM M. DANCH and SHIRLEY
RAE DANCH,

Defendants.

NOTICE TO DEFEND

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR
Clearfield County Courthouse
Clearfield, Pennsylvania 16830
(814) 765-2641, Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

S&T BANK, formerly The Savings
& Trust Company of Pennsylvania,

Plaintiff,

NO.:

vs.

WILLIAM M. DANCH and SHIRLEY
RAE DANCH,

Defendants.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

S&T Bank, formerly The Savings & Trust Company of Pennsylvania, by its attorneys, Grenen & Birsic, P.C., files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is S&T Bank, formerly The Savings & Trust Company of Pennsylvania, which has its principal place of business at 800 Philadelphia Street, Indiana, Pennsylvania 15701.

2. Defendants are William M. Danch and Shelley Rae Danch, individuals whose last known address is 290 White Pine Road, DuBois, Pennsylvania 15851.

3. On or about October 21, 1992, Defendants executed an Adjustable Rate Note in favor of Plaintiff in the original principal amount of \$80,000.00 ("Note"). A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.

4. On or about October 21, 1992, as security for payment of the aforesaid Note, Defendants made, executed and delivered to Plaintiff a Mortgage in the original principal amount of \$80,000.00 on the premises hereinafter described, said Mortgage being recorded

in the Office of the Recorder of Deeds of Clearfield County on October 21, 1992, in Mortgage Book Volume 1491, Page 402. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

5. Defendants are the record and real owners of the aforesaid mortgaged premises.

6. Defendants are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest on said Note when due. Defendants are due for the November 23, 2000 payment.

7. On or about January 3, 2001, Defendants were mailed Notices of Homeowner's Emergency Mortgage Assistance Act of 1983, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Notices of Intention to Foreclose Mortgage in compliance with Act 6 of 1974, 41 P.S. §101, et seq. True and correct copies of said Notices are marked Exhibit "C", attached hereto and made a part hereof. Defendant, William M. Danch, filed an Application for a Homeowners' Emergency Mortgage Assistance Loan but was rejected. A true and correct copy of said Rejection is marked Exhibit "D", attached hereto and made a part hereof.

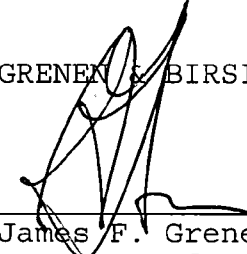
8. The amount due and owing Plaintiff is as follows:

Principal	\$60,693.03
Interest to 2/12/02	\$ 5,153.43
Late Charges to 2/12/02	\$ 739.47
Inspection fees	\$ 58.00
Foreclosure Attorneys' fees	\$ 1,250.00
Title Search, Foreclosure and Execution Costs	<u>\$ 1,750.00</u>
TOTAL	\$69,643.93

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$69,643.93, with interest thereon at the rate of \$9.69 per diem from February 12, 2002, and additional late charges, additional reasonable and actually incurred attorneys' fees, plus costs and for foreclosure and sale of the mortgaged premises.

GRENN & BIRSIC, P.C.

BY:



James F. Grenen, Esquire
Attorneys for Plaintiff
One Gateway Center
Nine West
Pittsburgh, PA 15222
Pa. I.D. #46478

(412) 281-7650

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

Exhibit "A"

ADJUSTABLE RATE NOTE

(3 Year Treasury Index — Rate Caps)

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

October 21, 1992 DuBois Pennsylvania
[City] [State]
290 White Pine Road, DuBois, PA 15801
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 80,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is



THE SAVINGS & TRUST COMPANY OF PENNSYLVANIA

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.0%. The interest rate I will pay will change in accordance with Section 4 of this Note.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the first day of each month beginning on November 26, 1992. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on October 26, 2012, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at any office of S&T Bank, or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 573.14. This amount may change.

(C) Monthly Payment Changes

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

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

26th

The interest rate I will pay may change on the first day of November 26, 1995, and on that day every 36th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

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

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 1.3/4 percentage points (1.75%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-quarter of one percentage point (0.250%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.00 % or less than 4.00 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 36 months. My interest rate will never be greater than 11.00 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

5. BORROWER'S RIGHT TO PREPAY

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

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

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

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

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

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

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

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

.....
William M. Danch (Seal)
- Borrower

.....
Shelley Rae Danch (Seal)
Shelley Rae Danch - Borrower

..... (Seal)
- Borrower

[Sign Original Only]

Exhibit "B"

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

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 2:02 PM 10/21/12
BY Karen L. Starck
FEES 19.50
Karen L. Starck, Recorder

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 21
92. The mortgagor is WILLIAM M. DANCH and SHELLEY RAE DANCH
("Borrower"). This Security Instrument is given to
S & T BANK, which is organized and existing under
laws of Pennsylvania, and whose address is
800 Philadelphia St, Indiana, PA 15701
("Lender"). Borrower owes Lender the principal
of Eighty Thousand and no/100 Dollars
(\$ 80,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which
provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 26, 2012
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions
and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For
purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in
Clearfield County, Pennsylvania:

SEE ATTACHED EXHIBIT "A"

ch has the address of 290 White Pine Road [Street], DuBois [City]
[Zip Code] 15851 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures
or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the
going is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and
convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend
legally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and
interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender,
if such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may
charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless
Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may acquire

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ALL that certain piece or parcel of real estate located in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point the northeast intersection of White Pine Road and Black Walnut Drive; thence South $34^{\circ} 34'$ West along Black Walnut Drive 200.0 feet to a point; thence south $55^{\circ} 26'$ East 120.0 feet to a point; thence North $34^{\circ} 34'$ East 200.0 feet along the property line of Lot 8 to a point; thence North $55^{\circ} 26'$ West 120.0 feet along White Pine Road to a point, the place of beginning.

BEING the same premises which vested in the Mortgagors herein by deed of Clearco, Inc., dated September 23, 1977, recorded October 20, 1977, in Clearfield County Deed Book 748, page 463.

UNDER AND SUBJECT to all of the conditions, covenants, agreements and restrictions as set forth fully and at length in the said deed above recited from Clearco, Inc., to the mortgagors, as fully as though the same were set forth herein in their entirety.

ADJUSTABLE RATE RIDER (3 Year Treasury Index — Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 21st day of October, 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to THE SAVINGS & TRUST COMPANY OF PENNSYLVANIA (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

290 White Pine Road, DuBois, PA 15801
[Property Address]

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.0%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 26th day of November, 1992, and on that day every 36th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

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

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 1.375 percentage points (1.375%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-quarter of one percentage point (0.250%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.00% or less than 4.00%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage point (2.0%) from the rate of interest I have been paying for the preceding 36 months. My interest rate will never be greater than 11.00%. (5.0% 11% cap) (2.0% floor cap)

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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

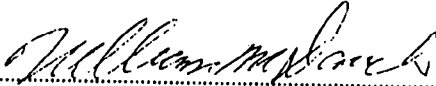
Uniform Covenant 17 of the Security Instrument is amended to read as follows:

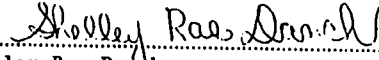
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

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


..... (Seal)
William M. Danch - Borrower


..... (Seal)
Shelley Rae Danch - Borrower

Borrower shall pay one time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

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

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

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

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

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

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage

insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

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

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

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

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

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

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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

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

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

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

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

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

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

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

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

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

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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

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

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

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

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

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

Witnesses:

William M. Danch

William M. Danch (Seal)
—Borrower

Social Security Number 179-42-9055

Shelley Rae Danch

Shelley Rae Danch (Seal)
—Borrower

Social Security Number 208-42-7835

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:
On this, the 21st day of October, 19 92, before me, a notary public
the undersigned officer, personally appeared WILLIAM M. DANCH and SHELLEY RAE DANCH
whose name(s) are subscribed to the within instrument and acknowledged that they
executed the same for the purposes herein contained.

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

My Commission expires Notary Seal
Kathryn E. Swartzlander, Notary Public
DuBois, Clearfield County
My Commission Expires Aug. 29, 1998
Member, Pennsylvania Association of Notaries

Kathryn E. Swartzlander

Title of Officer

800 Philadelphia Street, Indiana, PA 15701

Title of Officer

I hereby certify that the precise address of the within Mortgagee (Lender) is
DuBois Office - 12-14 West Long Avenue,
P. O. Box 247
DuBois, PA 15801

Reynoldsville Branch-418 Main St., Reynoldsville, PA 15856

Exhibit "C"

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 2 • BROCKWAY PA 15824 • 814-268-7100
FAX 814-268-7125

January 3, 2001

WILLIAM M DANCH
SHELLEY RAE DANCH
290 WHITE PINE ROAD
DUBOIS PA 15801

RE: Mortgage Loan #368-00240006817 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 \$610.62 each for the months of November and December, 2000 for a total of \$1,221.24). Late charges (and other costs) have also accrued to date in the amount of \$316.01. 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 **\$1,537.25**.

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.

William M. Danch
Shelley Rae Danch
January 3, 2001
Page 4 of 4

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

**U.S. Postal Service
CERTIFIED MAIL RECEIPT**

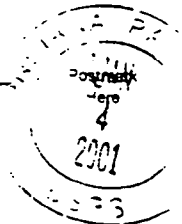
(Domestic Mail Only: No Insurance Coverage Provided)

7099 3400 0009 2931 4189

Article Sent To

SHELLEY RAE DANCH ML 00240006817-1

Postage	\$ 55
Certified Fee	140
Return Receipt Fee (Endorsement Required)	125
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.20



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

SHELLEY RAE DANCH

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

290 WHITE PINE ROAD

City, State, ZIP+4

DUBOIS PA 15801

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:

SHELLEY RAE DANCH
290 WHITE PINE ROAD
DUBOIS PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

11/5/01

C. Signature

X *[Signature]* ☐ Agent ☐ Addressee

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number (Copy from service label)

7099 3400 0009 2931 4189

PS Form 3811, July 1999

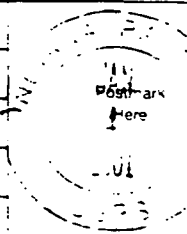
Domestic Return Receipt

102595-99-11

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

Article Sent To:
WILLIAM M DANCH ML 00240006817-1 CN

Postage \$ 55
 Certified Fee 1.40
 Return Receipt Fee 1.25
 Restricted Delivery Fee
 Endorsement Required
 Total Postage & Fees \$ 3.20



Name (Please Print Clearly): to be completed by mailer:
WILLIAM M DANCH
 Street, Apt. No., or P.O. Box No.
290 WHITE PINE ROAD
 City, State, ZIP+4
DUBOIS PA 15801

7099 3400 0009 2931 4172

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:
WILLIAM M DANCH
290 WHITE PINE ROAD
DUBOIS PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery
11/5/99
 C. Signature [Signature] ☐ Agent ☐ Addressee
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

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)
7099 3400 0009 2931 4172

Exhibit "D"

**Pennsylvania
Housing Finance Agency**

**Homeowners' Emergency
Mortgage Assistance Loan Program**

Payments: 2101 North Front Street, P.O. Box 15206

Harrisburg, PA 17105-5206

Correspondence: 2101 North Front Street, P.O. Box 15530

Harrisburg, PA 17105-5530

(717) 780-3940 1-800-342-2397 FAX (717) 780-3995

TDD # For Hearing Impaired (717) 780-1869

3/28/2001

SUBJECT:

WILLIAM M DANCH

290 WHITE PINE RD

DUBOIS, PA. 15801

Loan #: 36800240006817

SS#: 999-98-9120

S&T BANK-COLLECTIONS DEPT.
456 MAIN STREET
PO BOX D
BROCKWAY, PA. 15824

Your application for a HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE LOAN has been DENIED pursuant to Act 91 of 1983, 35 P.S. Section 168.401-C et seq. and/or Agency Guidelines 12 PA Code Section 31.201 et seq. for the following reasons:

DELETED IN LENDER'S COPY

You may be entitled to an appeal hearing if you disagree with our decision. We must receive a written request for a hearing within 15 days of the postmark date of this letter. (Appeal requests must be in writing; a verbal request is not acceptable). The hearing may be conducted by a telephone conference call; therefore, you must include your telephone number. Requests for hearings must state the reason(s) that a hearing is requested and must be sent first class, registered or certified mail to: Chief Counsel - Hearing Request, PHFA/HEMAP, 2101 North Front Street, P.O. Box 15628, Harrisburg, Pennsylvania, 17105-5628. The Agency will attempt to schedule the hearing within thirty (30) days after the request is received. When sending your appeal, please be sure to print your name legibly and include your social security number.

You have a right to be represented by an attorney in connection with your appeal. If you cannot afford an attorney you may be eligible for Legal Services representation. You can contact a Legal Services representative through the following toll free number: 1-800-732-3545. Please be aware that scheduling an appeal hearing does not necessarily stay foreclosure proceedings.

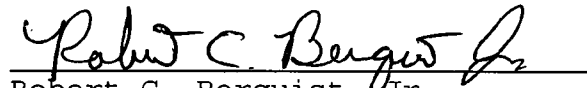
DISCLOSURE OF USE OF INFORMATION OBTAINED FROM OUTSIDE SOURCE:

1. Disclosure inapplicable.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C.

VERIFICATION

Robert C. Berquist, Jr., Vice President, Vice President and duly authorized representative of S&T Bank, deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to his information and belief.


Robert C. Berquist, Jr.
Vice President

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK, formerly known
as THE SAVINGS & TRUST
COMPANY OF PENNSYLVANIA,
Plaintiff

:
:
:
:
:
:
:
:
:
:
:

No. 02 - 437 - C.D.

v.

WILLIAM M. DANCH and
SHELLEY RAE DANCH, husband
and wife,
Defendants

Civil Action-Mortgage Foreclosure

Entry of Appearance

Please enter the appearance of Michael N. Vaporis (46333) as attorney for
the Defendants.

Respectfully submitted,



Michael N. Vaporis, Esq.
Barbor, Vaporis & Sottile
917 Philadelphia Street
Indiana, Pennsylvania 15701
(724) 465-5618
Attorney for the Defendants

FILED

APR 15 2002

William A. Shaw
Prothonotary

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing was mailed to James F. Grenen, Esquire, on April 12, 2002 by regular mail, postage prepaid.


Michael N. Vaporis

FILED

M 11:25 AM
APR 15 2002

William A. Shaw
Prothonotary

WAS

no
cc

BARBOR & VAPORIS, P.C.
ATTORNEYS AT LAW
917 PHILADELPHIA STREET
INDIANA, PENNSYLVANIA 15701

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK, formerly known as THE
SAVINGS & TRUST COMPANY OF
PENNSYLVANIA,

Plaintiff

v.

WILLIAM M. DANCH and
SHELLEY RAE DANCH, husband
and wife,

Defendants

No. 02 - 437 - C.D.

Civil Action-Mortgage Foreclosure

Answer to the Complaint

Now come the Defendants, by and through their attorneys, Barbor &
Vaporis, and file the following response to the complaint.

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.

FILED

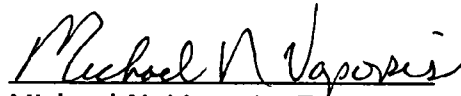
APR 19 2002

for *mla:lanoc*
William A. Shaw
Prothonotary

7. Admitted.

8. After reasonable investigation, the Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph, and therefore deny them. It is specifically denied that the inspection fee, title search and execution costs, attorney fees and/or late charges being claimed are reasonable, fair, or proper.

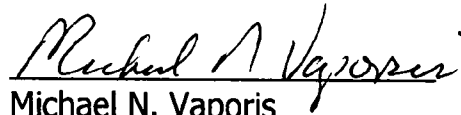
Respectfully submitted,



Michael N. Vaporis, Esq.
Barbor & Vaporis. P.C.
917 Philadelphia Street
Indiana, Pennsylvania 15701
(724) 465-5618
Attorney for the Defendants

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing was mailed to James F. Grenen, Esquire on April 15, 2002, by regular mail, postage prepaid.



Michael N. Vaporis

[illegible]

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12289

S&T BANK

02-437-CD

VS.

DANCH, WILLIAM M. & SHELLEY RAE

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW APRIL 5, 2002 AT 10:10 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WILLIAM M. DANCH, DEFENDANT AT EMPLOYMENT, 1199 1/2 SOUTH BRADY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO WILLIAM DANCH A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: COUDRIET

NOW APRIL 5, 2002 AT 10:15 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SHELLEY RAE DANCH, DEFENDANT AT RESIDENCE, 290 WHITE PINE ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO WILLIAM DANCH A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: COUDRIET

Return Costs

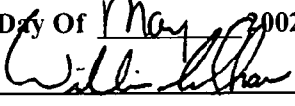
Cost	Description
61.39	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY; ATTY.

FILED


MAY 07 2002

0110:35
William A. Shaw
Prothonotary

Sworn to Before Me This

7th Day of May 2002

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

So Answers,


Chester A. Hawkins
Sheriff

CP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK, formerly THE SAVINGS &
TRUST COMPANY OF PENNSYLVANIA,

Plaintiff,

vs.

WILLIAM M. DANCH and SHELLEY RAE
DANCH, husband and wife,

Defendants.

) CIVIL DIVISION

)

) NO.: 02-437 C.D.

)

)

) **TYPE OF PLEADING:**

)

) **MOTION FOR SUMMARY JUDGMENT**

) (Mortgage Foreclosure)

)

)

) **FILED ON BEHALF OF:**

)

) S&T Bank, Plaintiff

)

)

) **COUNSEL OF RECORD FOR THIS**

) **PARTY:**

)

) Mary D. Grenen, Esquire

) Pa. I.D. #52698

)

) **GRENNEN & BIRSIC, P.C.**

) One Gateway Center

) Nine West

) Pittsburgh, PA 15222

) (412) 281-7650

)

)

COUNSEL FOR DEFENDANTS:

Michael N. Vaporis, Esquire
BARBOR & VAPORIS, P.C.
917 Philadelphia Street
Indiana, PA 157010

FILED

MAY 31 2002

m12.33/n0cc

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK, formerly THE SAVINGS &
TRUST COMPANY OF PENNSYLVANIA,

Plaintiff,

vs.

WILLIAM M. DANCH and SHELLEY RAE
DANCH, husband and wife,

Defendants.

CIVIL DIVISION

NO.: 02-437 C.D.

MOTION FOR SUMMARY JUDGMENT

AND NOW, comes Plaintiff, S&T BANK, formerly THE SAVINGS & TRUST COMPANY OF PENNSYLVANIA (hereinafter "Plaintiff"), by its attorneys, Grenen & Birsic, P.C., and files the following Motion for Summary Judgment:

1. Plaintiff commenced the above-captioned action by filing a Complaint in Mortgage Foreclosure on March 22, 2002.
2. In its Complaint, Plaintiff alleges that Defendants, WILLIAM M. DANCH and SHELLEY RAE DANCH, husband and wife (hereinafter "Defendants"), are in default under the terms of a Promissory Note dated October 21, 1992 in favor of Plaintiff in the original principal amount of \$80,000.00 (hereinafter "Note") and a Mortgage securing said Note on real property and improvements thereon commonly known as 290 White Pine Road, DuBois, PA 15801 (hereinafter "Premises").

3. In their Answer, the Defendants admit the following relevant material facts:

- a) Defendants executed the Note;
- b) Defendants executed the Mortgage which was recorded in the Office of the Recorder of Deeds of Clearfield County;
- c) Defendants are the record and real owners of the Premises;
- d) Plaintiff has made demand for payment upon Defendants; and
- e) Plaintiff mailed to Defendants a Notice of Intention to Foreclose Mortgage in compliance with Act 6 of 1974 and a Notice of Homeowners' Emergency Mortgage Assistance Act of 1983, in compliance with the Homeowners' Emergency Mortgage Assistance Act, Act 91 of 1983 on August January 3, 2001 and the Defendant William M. Danch filed an application for a Homeowner's Emergency Mortgage Assistance loan but was rejected.

4. Defendants admit that they are in default but the Defendants deny the amount set forth as due and owing in the Complaint, however they fail to provide any evidence in support of the contention that the amount set forth as due and owing is incorrect and/or that any charges or costs are not fair or reasonable.

5. Moreover, the law in Pennsylvania holds that the entry of summary judgement is proper in a Mortgage foreclosure action if the mortgagor admits that the mortgage is in default, that he has failed to pay interest on the obligation, and that the recorded mortgage is in the specified amount. This is so even if the mortgagor has not admitted the total indebtedness in the pleadings. Cunningham v. McWilliams, 714 A.2d 1054 (1998).

6. Defendants' admission that they have not made all payments when due is sufficient in itself to allow this Court to enter summary judgment in favor of Plaintiff under the law.

7. Nonetheless, Plaintiff has filed a sworn Affidavit which is attached hereto as Exhibit "A". In the Affidavit, an authorized representative of Plaintiff certifies that Defendants are in default under the terms of the Note and Mortgage. The testimony is based on the Loan History Report which is a business record of Plaintiff maintained in the regular course of business. The Affidavit also verifies that all cost set forth in the Complaint are actual and reasonable.

8. According to the Loan History Report, the amount due and owing by Defendants to Plaintiff is as follows:

Principal	\$	60,693.03
Interest to 2/12/02	\$	5,153.43
Late Charges to 2/12/02	\$	739.47
Inspection Fees	\$	58.00
Foreclosure Attorneys' Fees	\$	2,050.00
Title Search, Foreclosure and Execution Costs	\$	<u>1,750.00</u>
TOTAL	\$	70,443.93

for a total of **\$70,443.93** plus interest at the daily rate of **\$9.69** from February 12, 2002 plus additional late charges, attorneys' fees and costs including increases in escrow deficiency up to and including the present date.

9. The Defendants have failed to make payments when due under the terms of the Note and Mortgage, failed to cure the default after being placed on notice and lack any evidence to support their contentions.

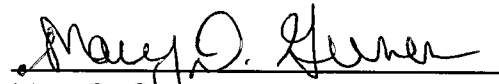
10. The Defendants have failed to raise a genuine issue of material fact in their Answer and have failed to offer any evidence to support their alleged denials which are insufficient as a matter of law to defeat summary judgment.

WHEREFORE, Plaintiff respectfully requests this Honorable Court grant its Motion for Summary Judgment and enter judgment in its favor and against Defendants, WILLIAM M. DANCH and SHELLEY RAE DANCH, husband and wife, in the amount of **\$70,443.93** plus interest at the daily rate of **\$9.69** from February 12, 2002 plus additional late charges, attorneys' fees and costs including increases in escrow deficiency up to and including the present date and for foreclosure and sale of the Mortgaged Premises.

Respectfully submitted,

GRENNEN & BIRSIC, P.C.

By:



Mary D. Grenen, Esquire

Pa. I.D. #52698

Attorneys for Plaintiff

One Gateway Center

Nine West

Pittsburgh, PA 15222

(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK, formerly THE SAVINGS &
TRUST COMPANY OF PENNSYLVANIA,

Plaintiff,

vs.

WILLIAM M. DANCH and SHELLEY RAE
DANCH, husband and wife,

Defendants.

) CIVIL DIVISION
)
) NO.: 02-437 C.D.
)
)
) TYPE OF PLEADING:
)
) **AFFIDAVIT IN SUPPORT OF MOTION**
) **FOR SUMMARY JUDGMENT**
) (Mortgage Foreclosure)
)
) FILED ON BEHALF OF:
)
) S&T Bank, Plaintiff
)
) COUNSEL OF RECORD FOR THIS
) PARTY:
)
)
)
) Mary D. Grenen, Esquire
) Pa. I.D. #52698
)
) GRENEN & BIRSIC, P.C.
) One Gateway Center
) Nine West
) Pittsburgh, PA 15222
) (412) 281-7650
)

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK, formerly THE SAVINGS &
TRUST COMPANY OF PENNSYLVANIA,

Plaintiff,

vs.

WILLIAM M. DANCH and SHELLEY RAE
DANCH, husband and wife,

Defendants.

CIVIL DIVISION

NO.: 02-437 C.D.

AFFIDAVIT IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

The undersigned, a duly authorized representative of Plaintiff, being first duly sworn, states of my own personal knowledge that:

1. I am a duly authorized representative of Plaintiff in the capacity of Vice President in the above-captioned matter with personal knowledge of loan history at issue.
2. This action was brought to foreclose on a Mortgage which secures a Promissory Note.
3. The Defendants are in default under the terms of the Note and Mortgage for, among other reasons, failure to pay the monthly installments of principal and interest when due.
4. The Loan History Report with respect to the loan upon which Plaintiff requests judgment in mortgage foreclosure against the Defendants is a business record of Plaintiff, maintained in the regular course of business. The Loan History Report reflects all of the payments made on the account, along with the corresponding balances, and accurately reflects the amounts due and owing by Defendant. All fees and cost are reasonable and actual.

Attached hereto as Exhibit "1" is a true and correct copy of the Loan History Report.

5. After allowing Defendants all proper deductions, credits and set-offs, the following is an itemization of the amount due and owing by Defendants to Plaintiff:

Principal	\$	60,693.03
Interest to 2/12/02	\$	5,153.43
Late Charges to 2/12/02	\$	739.47
Inspection Fees	\$	58.00
Foreclosure Attorneys' Fees	\$	2,050.00
Title Search, Foreclosure and Execution Costs	\$	<u>1,750.00</u>
TOTAL	\$	70,443.93

for a total of **\$70,443.93** plus interest at the daily rate of **\$9.69** from February 12, 2002, plus additional late charges, attorneys' fees and costs including increases in escrow deficiency up to and including the present date and for foreclosure and sale of the Mortgaged Premises.

By: S + T BANK
Name: Robert C. Burgess Jr.
Title: Vice President

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 21 DAY OF May, 2002.

Marilyn E. Hoare
Notary Public (SEAL)

Marilyn E. Hoare

My Commission Expires:

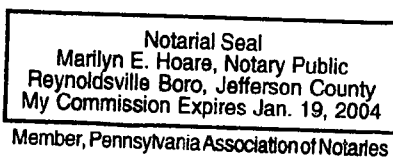


EXHIBIT "1"

PAYOFF FOR NOTE AND PARTS

AUTHORITY CODE: 0

PAGE REQUEST: 001 PAGE NO: 001

ACCOUNT: 00240006817 INQUIRY: 232

DANCH WILLIAM M

SEARCH 1: 00001

SEARCH 2: 04/24/02

SEARCH 3: 31/00

PROC DATE: 04/24/02

NOTE/PART STATUS

REB/ACC DLY ACC/GOOD THRU

00001M	N	CURRENT BAL	60,693.03		
		INTEREST	5,851.40	ACC	9.6940256
		LATE CHG	797.89		
		OTHER FEES	1,993.34		
		TOTAL PAYOFF	69,335.66		9.6940256
		ACTUAL ACCRUAL			5851.3981576

INTEREST PAID TO 10/23/00

TELLER ACTIVITY

0.00

LAST PAGE

SHORT NOTE INQUIRY
 PROC DATE: 04/24/02
 ACCOUNT: 00240006817 INQUIRY: 231
 SEARCH 1: 00001 SEARCH 2:
 ISSUE DT: 10/23/92 MATUR DT: 12/23/12
 ST INT: 00/00/00 NOTE TYPE: 209
 LOAN CATEGORY/STATUS: M / N
 OFFICER NO: 00444/COL
 CHRG IND/PMT SCHED: / N
 DEALER NO: 000000000000
 DLR/INS/ESCROW: N / N / N
 RATE OVER: 5.750000 REL + 1.750000
 RATE UNDER: 0.000000
 CONTRACT RT: 5.750000 INDEX: 003
 INT TYPE/VARIABLE PLAN: S / 104
 RATE PLAN/TYPE: 0000000/
 LAST MAINT DATE: 00/00/00
 ROLLING TIMES LATE: 15-30-60-90
 RETENTION MONTHS 024 23 21 18 16
 COLL: 1 FAMILY DWELLING
 CUR PRIN BILLED: 0.00
 TOT PRIN BNP: 0.00

AUTHORITY CODE: 0
 PAGE NO: 001
 DANCH WILLIAM M
 SEARCH 3:
 CURRENT BALANCE: 60,693.03
 INTEREST ACCRUAL: 5.851.3981576
 FEES DUE: 2,791.23
 ORIGINAL BALANCE: 80,000.00
 BILL TYPE/SEND NO BILL: A / C
 SCHED PMT AMT: 584.20
 LAST TRAN AMT: 610.62
 LAST TRAN DATE: 10/23/01
 NEXT DUE DATE: 11/23/00
 FIRST PAYMENT DATE: 11/23/92
 FIRST INT PAYMENT DATE: 00/00/00
 PAYMENT TYPE-FREQ/POST NO TRANS: B-1/
 NEG AM IND/STAT/OVERRIDE: N / N / Y
 TIMES LATE: 15-30-60-90 TRM EXT
 91 75 40 28 240 002
 CUR INT BILLED: 0.00
 TOT INT BNP: 0.00

PF11 FOR NOTE PAD MEMOS

ALL BILLS OF A NOTE

AUTHORITY CODE: 0
 PAGE REQUEST: 001 PAGE NO: 001
 ACCOUNT: 00240006817 INQUIRY: 239
 SEARCH 1: 00001 SEARCH 2:
 PROC DATE: 04/24/02
 DATE DUE DATE PAID BILLED AMOUNT NOT PAID AMT ESCROW AMOUNT
 AC BILL# RTC POST MAT P+I AMT VOL INS AMT BUYDOWN AMOUNT
 11-23-00 00-00-00 610.62 610.62 0.00
 N 610.62 0.00 0.00
 12-23-00 00-00-00 610.62 610.62 0.00
 N 610.62 0.00 0.00
 01-23-01 00-00-00 610.62 610.62 0.00
 N 610.62 0.00 0.00
 02-23-01 00-00-00 610.62 610.62 0.00
 N 610.62 0.00 0.00
 03-23-01 00-00-00 610.62 610.62 0.00
 N 610.62 0.00 0.00
 04-23-01 00-00-00 610.62 610.62 0.00
 N 610.62 0.00 0.00
 05-23-01 00-00-00 610.62 610.62 0.00
 N 610.62 0.00 0.00
 PRESS PA1 FOR NEXT PAGE

ALL BILLS OF A NOTE

AUTHORITY CODE: 0

PAGE REQUEST: 001 PAGE NO: 002

ACCOUNT: 00240006817

INQUIRY: 239

DANCH WILLIAM M

SEARCH 1: 00001

SEARCH 2:

SEARCH 3:

PROC DATE: 04/24/02

DATE DUE DATE PAID

BILLED AMOUNT

NOT PAID AMOUNT

ESCROW AMOUNT

AC BILL# RTC POST MAT

P+I AMOUNT

VOL INS AMOUNT

BUYDOWN AMOUNT

06-23-01	00-00-00		610.62	610.62	0.00
	N		610.62	0.00	0.00
07-23-01	00-00-00		610.62	610.62	0.00
	N		610.62	0.00	0.00
08-23-01	00-00-00		610.62	610.62	0.00
	N		610.62	0.00	0.00
09-23-01	00-00-00		610.62	610.62	0.00
	N		610.62	0.00	0.00
10-23-01	00-00-00		610.62	610.62	0.00
	N		610.62	0.00	0.00
11-23-01	00-00-00		584.20	584.20	0.00
	N		584.20	0.00	0.00
12-23-01	00-00-00		584.20	584.20	0.00
	N		584.20	0.00	0.00

PRESS PA1 FOR NEXT PAGE, PF13 FOR PREVIOUS PAGE

ALL BILLS OF A NOTE

AUTHORITY CODE: 0

PAGE REQUEST: 001 PAGE NO: 003

ACCOUNT: 00240006817

INQUIRY: 239

DANCH WILLIAM M

SEARCH 1: 00001

SEARCH 2:

SEARCH 3:

PROC DATE: 04/24/02

DATE DUE DATE PAID

BILLED AMOUNT

NOT PAID AMOUNT

ESCROW AMOUNT

AC BILL# RTC POST MAT

P+I AMOUNT

VOL INS AMOUNT

BUYDOWN AMOUNT

01-23-02	00-00-00		584.20	584.20	0.00
	N		584.20	0.00	0.00
02-23-02	00-00-00		584.20	584.20	0.00
	N		584.20	0.00	0.00
03-23-02	00-00-00		584.20	584.20	0.00
	N		584.20	0.00	0.00
04-23-02	00-00-00		584.20	584.20	0.00
	N		584.20	0.00	0.00

TOTAL NOT PAID:

10,832.64 TOT UNAPPL FUNDS:

0.00

TOT LATE CHG NOT PD:

797.89

LAST PAGE, PF13 FOR PREVIOUS PAGE

LNHSS

HISTORY SUMMARY SCREEN
368 S & T BANK

04/24/02 09:22:38

PROC DATE 04/24/02 DANCH WILLIAM M PAGE REQUEST: 001 PAGE NO: 001
 ACCOUNT: 00240006817 NOTE: 00001 PART: SEQ:
 DATE RANGE: 10/23/92 04/24/02 POST/EFF DATE: E INCLUDE FEE HIST(Y/N): N
 SORT OPTION (P/E): E ASCEND/DESCEND: D TRANS RANGE: 000 999

ACT	EFF DATE	POST DATE	TC R	TRANS AMOUNT	LOAN BALANCE	DESCRIPTION
-	10/23/01	10/23/01	400	NEW RATE OVER:	5.750	OLD RATE OVER: 6.750
-	02/22/01	02/22/01	780	1,354.21	60,693.03	NON ACCRUAL
-	11/08/00	11/08/00	782	170.70	60,693.03	REACCRUAL
-	10/23/00	11/08/00	610	610.62	60,693.03	REGULAR PAYMENT
-	10/20/00	10/20/00	780	1,354.75	60,960.75	NON ACCRUAL
-	09/23/00	11/08/00	610	610.62	60,960.75	REGULAR PAYMENT
-	08/23/00	11/08/00	610	610.62	61,226.97	REGULAR PAYMENT
-	07/23/00	11/08/00	610	610.62	61,491.70	REGULAR PAYMENT
-	06/26/00	06/26/00	782	735.65	61,754.95	REACCRUAL
-	06/23/00	07/17/00	610	610.62	61,754.95	REGULAR PAYMENT
-	06/22/00	06/22/00	780	1,401.08	62,016.73	NON ACCRUAL
-	05/23/00	07/17/00	610	610.62	62,016.73	REGULAR PAYMENT
-	04/23/00	06/26/00	610	610.62	62,277.04	REGULAR PAYMENT

PRESS PA1 FOR NEXT PAGE

LNHSS

HISTORY SUMMARY SCREEN
368 S & T BANK

04/24/02 09:23:24

PROC DATE 04/24/02 DANCH WILLIAM M PAGE REQUEST: 001 PAGE NO: 002
 ACCOUNT: 00240006817 NOTE: 00001 PART: SEQ:
 DATE RANGE: 10/23/92 04/24/02 POST/EFF DATE: E INCLUDE FEE HIST(Y/N): N
 SORT OPTION (P/E): E ASCEND/DESCEND: D TRANS RANGE: 000 999

ACT	EFF DATE	POST DATE	TC R	TRANS AMOUNT	LOAN BALANCE	DESCRIPTION
-	03/23/00	06/26/00	610	610.62	62,535.90	REGULAR PAYMENT
-	02/23/00	03/27/00	610	610.62	62,793.31	REGULAR PAYMENT
-	01/23/00	02/28/00	610	610.62	63,049.28	REGULAR PAYMENT
-	12/23/99	01/31/00	610	610.62	63,303.82	REGULAR PAYMENT
-	11/23/99	01/31/00	610	610.62	63,556.93	REGULAR PAYMENT
-	10/23/99	12/21/99	660	358.92	63,808.62	SPECIAL PAYMENT
-	10/23/99	12/21/99	730	NUMBER OF PERIODS EXTENDED	1	
-	09/23/99	11/08/99	610	610.62	63,808.62	REGULAR PAYMENT
-	08/23/99	10/05/99	610	610.62	64,058.91	REGULAR PAYMENT
-	07/23/99	08/24/99	610	610.62	64,307.80	REGULAR PAYMENT
-	06/23/99	08/02/99	610	610.62	64,555.30	REGULAR PAYMENT
-	05/23/99	07/06/99	610	610.62	64,801.41	REGULAR PAYMENT
-	04/23/99	05/24/99	610	610.62	65,046.15	REGULAR PAYMENT

PRESS PA1 FOR NEXT PAGE, PF13 FOR PREVIOUS PAGE

LNHSS

HISTORY SUMMARY SCREEN
368 S & T BANK

04/24/02 09:23:24

PROC DATE 04/24/02 DANCH WILLIAM M PAGE REQUEST: 001 PAGE NO: 003
ACCOUNT: 00240006817 NOTE: 00001 PART: SEQ:
DATE RANGE: 10/23/92 04/24/02 POST/EFF DATE: E INCLUDE FEE HIST(Y/N): N
SORT OPTION (P/E): E ASCEND/DESCEND: D TRANS RANGE: 000 999

ACT	EFF DATE	POST DATE	TC R	TRANS AMOUNT	LOAN BALANCE	DESCRIPTION
-	03/23/99	04/23/99	610	610.62	65,289.52	REGULAR PAYMENT
-	02/23/99	03/26/99	610	610.62	65,531.53	REGULAR PAYMENT
-	01/23/99	02/22/99	610	610.62	65,772.18	REGULAR PAYMENT
-	12/23/98	01/25/99	610	610.62	66,011.49	REGULAR PAYMENT
-	12/10/98	12/11/98	660	583.02	66,249.46	SPECIAL PAYMENT
-	12/10/98	12/10/98	782	211.17	66,249.46	REACCRUAL
-	11/23/98	12/10/98	610	610.62	66,249.46	REGULAR PAYMENT
-	10/23/98	12/10/98	610	647.80	66,486.10	REGULAR PAYMENT
-	10/23/98	10/23/98	400	NEW RATE OVER:	6.750	OLD RATE OVER: 7.750
-	09/23/98	12/10/98	610	647.80	66,703.11	REGULAR PAYMENT
-	08/23/98	12/10/98	610	647.80	66,918.73	REGULAR PAYMENT
-	07/23/98	12/10/98	610	647.80	67,132.96	REGULAR PAYMENT
-	06/23/98	12/10/98	610	647.80	67,345.82	REGULAR PAYMENT

PRESS PA1 FOR NEXT PAGE, PF13 FOR PREVIOUS PAGE

LNHSS

HISTORY SUMMARY SCREEN
368 S & T BANK

04/24/02 09:23:24

PROC DATE 04/24/02 DANCH WILLIAM M PAGE REQUEST: 001 PAGE NO: 004
ACCOUNT: 00240006817 NOTE: 00001 PART: SEQ:
DATE RANGE: 10/23/92 04/24/02 POST/EFF DATE: E INCLUDE FEE HIST(Y/N): N
SORT OPTION (P/E): E ASCEND/DESCEND: D TRANS RANGE: 000 999

ACT	EFF DATE	POST DATE	TC R	TRANS AMOUNT	LOAN BALANCE	DESCRIPTION
-	06/22/98	06/22/98	780	1,746.73	67,557.31	NON ACCRUAL
-	05/23/98	12/10/98	610	647.80	67,557.31	REGULAR PAYMENT
-	04/23/98	12/10/98	610	647.80	67,767.45	REGULAR PAYMENT
-	03/23/98	12/10/98	610	5,793.02	67,976.24	REGULAR PAYMENT
-	02/23/98	02/20/98	610	647.80	68,183.69	REGULAR PAYMENT
-	01/23/98	02/20/98	610	647.80	68,389.81	REGULAR PAYMENT
-	12/23/97	01/26/98	610	647.80	68,594.60	REGULAR PAYMENT
-	11/23/97	12/16/97	610	647.80	68,798.08	REGULAR PAYMENT
-	10/23/97	11/11/97	610	647.80	69,000.25	REGULAR PAYMENT
-	09/23/97	10/16/97	610	647.80	69,201.13	REGULAR PAYMENT
-	08/23/97	08/25/97	610	647.80	69,400.72	REGULAR PAYMENT
-	07/23/97	07/17/97	610	647.80	69,599.03	REGULAR PAYMENT
-	06/23/97	07/09/97	610	647.80	69,796.06	REGULAR PAYMENT

PRESS PA1 FOR NEXT PAGE, PF13 FOR PREVIOUS PAGE

LNHSS

HISTORY SUMMARY SCREEN
368 S & T BANK

04/24/02 09:23:24

PROC DATE 04/24/02 DANCH WILLIAM M PAGE REQUEST: 001 PAGE NO: 005
ACCOUNT: 00240006817 NOTE: 00001 PART: SEQ:
DATE RANGE: 10/23/92 04/24/02 POST/EFF DATE: E INCLUDE FEE HIST(Y/N): N
SORT OPTION (P/E): E ASCEND/DESCEND: D TRANS RANGE: 000 999

ACT	EFF DATE	POST DATE	TC R	TRANS AMOUNT	LOAN BALANCE	DESCRIPTION
-	05/23/97	07/09/97	610	647.80	69,991.83	REGULAR PAYMENT
-	04/23/97	05/27/97	610	647.80	70,186.34	REGULAR PAYMENT
-	03/23/97	05/08/97	610	647.80	70,379.61	REGULAR PAYMENT
-	02/23/97	02/03/97	610	647.80	70,571.63	REGULAR PAYMENT
-	01/23/97	02/03/97	610	647.80	70,762.42	REGULAR PAYMENT
-	12/23/96	01/15/97	610	647.80	70,951.99	REGULAR PAYMENT
-	11/23/96	12/16/96	610	647.80	71,140.34	REGULAR PAYMENT
-	10/23/96	11/15/96	610	647.80	71,327.48	REGULAR PAYMENT
-	09/23/96	10/21/96	610	647.80	71,513.42	REGULAR PAYMENT
-	08/23/96	09/17/96	610	647.80	71,698.17	REGULAR PAYMENT
-	07/23/96	07/26/96	610	647.80	71,881.73	REGULAR PAYMENT
-	06/23/96	06/18/96	610	647.80	72,064.12	REGULAR PAYMENT
-	05/23/96	05/20/96	610	647.80	72,245.34	REGULAR PAYMENT

PRESS PA1 FOR NEXT PAGE, PF13 FOR PREVIOUS PAGE

LNHSS

HISTORY SUMMARY SCREEN
368 S & T BANK

04/24/02 09:23:24

PROC DATE 04/24/02 DANCH WILLIAM M PAGE REQUEST: 001 PAGE NO: 006
ACCOUNT: 00240006817 NOTE: 00001 PART: SEQ:
DATE RANGE: 10/23/92 04/24/02 POST/EFF DATE: E INCLUDE FEE HIST(Y/N): N
SORT OPTION (P/E): E ASCEND/DESCEND: D TRANS RANGE: 000 999

ACT	EFF DATE	POST DATE	TC R	TRANS AMOUNT	LOAN BALANCE	DESCRIPTION
-	05/23/96	05/16/96	800	NUMBER OF PERIODS EXTENDED	1-	
-	05/23/96	05/16/96	730*	NUMBER OF PERIODS EXTENDED	1	
-	05/15/96	05/16/96	800	45.14-	72,425.56	REVERSAL
-	05/15/96	05/16/96	660*	45.14	72,425.56	SPECIAL PAYMENT
-	05/15/96	05/16/96	660	0.66	72,425.56	SPECIAL PAYMENT
-	04/23/96	03/15/96	610	738.88	72,426.22	REGULAR PAYMENT
-	04/15/96	04/16/96	660	550.63	72,604.49	SPECIAL PAYMENT
-	04/15/96	04/16/96	800	550.63-	72,604.49	REVERSAL
-	04/15/96	04/16/96	660*	550.63	72,604.49	SPECIAL PAYMENT
-	04/15/96	04/16/96	660	97.17	72,604.49	SPECIAL PAYMENT
-	03/23/96	03/15/96	610	647.80	72,701.66	REGULAR PAYMENT
-	02/23/96	03/15/96	610	647.80	72,878.78	REGULAR PAYMENT
-	01/23/96	03/15/96	610	647.80	73,054.77	REGULAR PAYMENT

PRESS PA1 FOR NEXT PAGE, PF13 FOR PREVIOUS PAGE

LNHSS

HISTORY SUMMARY SCREEN
368 S & T BANK

04/24/02 09:23:24

PROC DATE 04/24/02 DANCH WILLIAM M PAGE REQUEST: 001 PAGE NO: 007
ACCOUNT: 00240006817 NOTE: 00001 PART: SEQ:
DATE RANGE: 10/23/92 04/24/02 POST/EFF DATE: E INCLUDE FEE HIST(Y/N): N
SORT OPTION (P/E): E ASCEND/DESCEND: D TRANS RANGE: 000 999

ACT	EFF DATE	POST DATE	TC R	TRANS AMOUNT	LOAN BALANCE	DESCRIPTION
-	12/23/95	03/15/96	610	3,330.08	73,229.63	REGULAR PAYMENT
-	11/23/95	11/09/95	612	573.14	73,403.37	REGULAR PAYMENT
-	11/23/95	10/12/95	800	573.14-	73,501.81	REVERSAL
-	11/23/95	09/12/95	613*	573.14	73,501.81	REGULAR PAYMENT
-	10/23/95	10/23/95	400	NEW RATE OVER:	7.750	OLD RATE OVER: 6.000
-	10/23/95	09/12/95	613	573.14	73,501.81	REGULAR PAYMENT
-	09/23/95	09/12/95	613	573.14	73,706.42	REGULAR PAYMENT
-	09/12/95	10/12/95	660	573.14	74,065.04	SPECIAL PAYMENT
-	09/12/95	09/12/95	782	867.34-	73,296.18	REACCRUAL
-	09/11/95	09/12/95	660	0.03	74,065.04	SPECIAL PAYMENT
-	09/11/95	09/12/95	663	371.33	74,065.07	SPECIAL PAYMENT
-	09/11/95	09/12/95	663	201.81	74,065.07	SPECIAL PAYMENT
-	09/11/95	09/12/95	663	372.34	74,266.88	SPECIAL PAYMENT

PRESS PA1 FOR NEXT PAGE, PF13 FOR PREVIOUS PAGE

LNHSS

HISTORY SUMMARY SCREEN
368 S & T BANK

04/24/02 09:23:24

PROC DATE 04/24/02 DANCH WILLIAM M PAGE REQUEST: 001 PAGE NO: 008
ACCOUNT: 00240006817 NOTE: 00001 PART: SEQ:
DATE RANGE: 10/23/92 04/24/02 POST/EFF DATE: E INCLUDE FEE HIST(Y/N): N
SORT OPTION (P/E): E ASCEND/DESCEND: D TRANS RANGE: 000 999

ACT	EFF DATE	POST DATE	TC R	TRANS AMOUNT	LOAN BALANCE	DESCRIPTION
-	09/11/95	09/12/95	663	200.80	74,266.88	SPECIAL PAYMENT
-	09/11/95	09/12/95	663	373.34	74,467.68	SPECIAL PAYMENT
-	09/11/95	09/12/95	663	199.80	74,467.68	SPECIAL PAYMENT
-	09/11/95	09/12/95	663	374.33	74,667.48	SPECIAL PAYMENT
-	09/11/95	09/12/95	663	198.81	74,667.48	SPECIAL PAYMENT
-	09/11/95	09/12/95	663	375.32	74,866.29	SPECIAL PAYMENT
-	09/11/95	09/12/95	663	197.82	74,866.29	SPECIAL PAYMENT
-	09/11/95	09/12/95	663	376.30	75,064.11	SPECIAL PAYMENT
-	09/11/95	09/12/95	663	196.84	75,064.11	SPECIAL PAYMENT
-	09/11/95	09/12/95	663	377.28	75,260.95	SPECIAL PAYMENT
-	09/11/95	09/12/95	663	195.86	75,260.95	SPECIAL PAYMENT
-	05/22/95	05/22/95	780	1,315.83	75,456.81	NON ACCRUAL
-	03/10/95	03/13/95	663	378.26	75,456.81	SPECIAL PAYMENT

PRESS PA1 FOR NEXT PAGE, PF13 FOR PREVIOUS PAGE

LNHSS

HISTORY SUMMARY SCREEN
368 S & T BANK

04/24/02 09:23:24

PROC DATE 04/24/02 DANCH WILLIAM M PAGE REQUEST: 001 PAGE NO: 009
 ACCOUNT: 00240006817 NOTE: 00001 PART: SEQ:
 DATE RANGE: 10/23/92 04/24/02 POST/EFF DATE: E INCLUDE FEE HIST(Y/N): N
 SORT OPTION (P/E): E ASCEND/DESCEND: D TRANS RANGE: 000 999

ACT	EFF DATE	POST DATE	TC R	TRANS AMOUNT	LOAN BALANCE	DESCRIPTION
-	03/10/95	03/13/95	663	194.88	75,456.81	SPECIAL PAYMENT
-	02/15/95	02/16/95	663	379.23	75,651.69	SPECIAL PAYMENT
-	02/15/95	02/16/95	663	193.91	75,651.69	SPECIAL PAYMENT
-	02/15/95	02/16/95	663	381.13	75,845.60	SPECIAL PAYMENT
-	02/15/95	02/16/95	663	192.01	75,845.60	SPECIAL PAYMENT
-	12/28/94	12/29/94	663	28.66	76,037.61	SPECIAL PAYMENT
-	12/28/94	12/29/94	663	191.05	76,037.61	SPECIAL PAYMENT
-	12/28/94	12/29/94	663	382.09	76,228.66	SPECIAL PAYMENT
-	11/14/94	11/15/94	660	573.14	76,228.66	SPECIAL PAYMENT
-	10/10/94	10/11/94	663	382.10	76,228.66	SPECIAL PAYMENT
-	10/10/94	10/11/94	663	191.04	76,228.66	SPECIAL PAYMENT
-	09/29/94	09/30/94	663	383.05	76,419.70	SPECIAL PAYMENT
-	09/29/94	09/30/94	663	190.09	76,419.70	SPECIAL PAYMENT

PRESS PA1 FOR NEXT PAGE, PF13 FOR PREVIOUS PAGE

LNHSS

HISTORY SUMMARY SCREEN
368 S & T BANK

04/24/02 09:23:24

PROC DATE 04/24/02 DANCH WILLIAM M PAGE REQUEST: 001 PAGE NO: 010
 ACCOUNT: 00240006817 NOTE: 00001 PART: SEQ:
 DATE RANGE: 10/23/92 04/24/02 POST/EFF DATE: E INCLUDE FEE HIST(Y/N): N
 SORT OPTION (P/E): E ASCEND/DESCEND: D TRANS RANGE: 000 999

ACT	EFF DATE	POST DATE	TC R	TRANS AMOUNT	LOAN BALANCE	DESCRIPTION
-	09/16/94	09/19/94	663	383.99	76,609.79	SPECIAL PAYMENT
-	09/16/94	09/19/94	663	189.15	76,609.79	SPECIAL PAYMENT
-	08/09/94	08/09/94	782	971.84	76,798.94	REACCRUAL
-	08/08/94	08/09/94	660	384.94	76,798.94	SPECIAL PAYMENT
-	07/22/94	07/22/94	780	1,526.91	76,798.94	NON ACCRUAL
-	05/23/94	08/09/94	730	NUMBER OF PERIODS EXTENDED		1
-	04/23/94	08/08/94	610	573.14	76,798.94	REGULAR PAYMENT
-	03/23/94	05/27/94	610	573.14	76,987.14	REGULAR PAYMENT
-	02/23/94	04/18/94	610	601.80	77,174.41	REGULAR PAYMENT
-	01/23/94	03/07/94	610	601.80	77,360.75	REGULAR PAYMENT

LAST PAGE, PF13 FOR PREVIOUS PAGE

MORTGAGE ACCOUNT HISTORY REPORT

BANK NO. 2044

S & T BANK

024

POSTING DATE 12-31-93

PAGE NO. 8529

ACCT.NO. TRAN DESCRIPTION TOTAL AMOUNT ESCROW INTEREST PRINCIPAL LATE CHARGES UNAPPLIED PAYMENTS EFF DATE

024-0006817 DANCHWM.01

BALANCES--LAST STATEMENT

79,826.86 .00

024-0006817 3175	601.80	399.13	174.01	28.66	28.66	01-07-93
024-0006817 3857						01-22-93
024-0006817 3175	601.80	398.26	174.88	28.66	28.66	02-08-93
024-0006817 3857						03-05-93
024-0006817 3175	573.14	397.39	175.75	28.66	28.66	03-10-93
024-0006817 3857	573.14	396.51	176.63	28.66	28.66	04-07-93
024-0006817 3175	601.80	395.63	177.51	28.66	28.66	04-08-93
024-0006817 3857						04-08-93
024-0006817 3175	601.80	394.74	178.40	28.66	28.66	05-10-93
024-0006817 3857	601.80	393.85	179.29	28.66	28.66	05-28-93
024-0006817 3175	601.80	392.95	180.19	28.66	28.66	06-07-93
024-0006817 3857						07-08-93
024-0006817 3175	573.14	392.05	181.09	28.66	28.66	07-20-93
024-0006817 3857	573.14	391.15	181.99	28.66	28.66	07-20-93
024-0006817 3762	25.00-		25.00-			08-09-93
024-0006817 3175	601.80	390.36	182.78	28.66	28.66	09-07-93
024-0006817 3857						09-23-93
024-0006817 3156 COL						09-24-93
024-0006817 3175	573.14	392.05	181.09	28.66	28.66	10-08-93
024-0006817 3857	573.14	391.15	181.99	28.66	28.66	10-11-93
024-0006817 3762	25.00-		25.00-			10-20-93
024-0006817 3175	601.80	390.36	182.78	28.66	28.66	11-08-93
024-0006817 3857						11-15-93
024-0006817 3134 01	601.80	389.45	183.69	28.66	28.66	12-01-93
024-0006817 3175						12-08-93
024-0006817 3857						12-27-93
024-0006817 3134 10						12-29-93

.00 DUE DATE 11-23-93

77,705.65

4,731.47

.00

BALANCES--THIS REPORT

THIS YEAR PREPAID 0.00

LAST YEAR PREPAID 0.00

90 91 92 93

-- -- -- --

00

00 00 00 00

30 DAYS DELINQ

00

00 00 00 00

60 DAYS DELINQ

00

00 00 00 00

90 DAYS DELINQ

00

00 00 00 00

08:44

04/24/2002

MORTGAGE ACCOUNT HISTORY REPORT

BANK NO. 2044 S & T BANK 024 POSTING DATE 12-31-92 PAGE NO. 8538

ACCT.NO. OFF SER	TRAN DESCRIPTION CODE OR DATA	TOTAL AMOUNT	ESCROW	INTEREST	PRINCIPAL	LATE CHARGES CASH MEMO	UNAPPLIED PAYMENTS	EFF DATE
024-0006817	DANCHWM.01		.00		.00		.00	
BALANCES--LAST STATEMENT								
024-0006817	3701 NEW LOAN	80,000.00-						10-27-92
024-0006817	3138 DANCHWM.01				80,000.00-			10-28-92
024-0006817	3148 1							10-28-92
024-0006817	3210 122395							12-04-92
024-0006817	3212 <95							12-04-92
024-0006817	3213 <95							12-04-92
024-0006817	3175	601.80		400.00	173.14	28.66		12-08-92
024-0006817	3857							12-22-92

BALANCES--THIS REPORT .00 400.00 79,826.86 .00 DUE DATE 11-23-92

YEAR	89	90	91	92	THIS YEAR PREPAID	0.00
----	--	--	--	--	LAST YEAR PREPAID	0.00

30 DAYS DELINQ

60 DAYS DELINQ

90 DAYS DELINQ

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK, formerly THE SAVINGS &
TRUST COMPANY OF PENNSYLVANIA,

CIVIL DIVISION

NO.: 02-437 C.D.

Plaintiff,

vs.

WILLIAM M. DANCH and SHELLEY RAE
DANCH, husband and wife,

Defendants.

ORDER OF COURT

AND NOW, this ____ day of _____, 2002, upon consideration of the Motion for Summary Judgment filed on behalf of Plaintiff, S&T BANK, formerly THE SAVINGS & TRUST COMPANY OF PENNSYLVANIA, it is hereby ORDERED, ADJUDGED and DECREED that the Motion is granted and judgment in mortgage foreclosure is entered in favor of Plaintiff, S&T BANK, formerly THE SAVINGS & TRUST COMPANY OF PENNSYLVANIA, and against Defendants, WILLIAM M. DANCH and SHELLEY RAE DANCH, husband and wife, in the amount of **\$70,443.93** plus interest at the daily rate of **\$9.69** from February 12, 2002, plus additional late charges, attorneys' fees and costs including increases in escrow deficiency up to and including the present date and for foreclosure and sale of the Mortgaged Premises commonly known as 290 White Pine Road, DuBois, PA 15801.

BY THE COURT:

J.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Motion for Summary Judgment was served via United States First Class Mail, postage prepaid, this 29th day of May, 2002, upon the following:

Michael N. Vaporis, Esquire
BARBOR & VAPORIS, P.C.
917 Philadelphia Street
Indiana, PA 15701

GRENN & BIRSIC, P.C.

By:

Mary D. Grenn

Mary D. Grenn, Esquire
Pa. I.D. #52698
Attorneys for Plaintiff
One Gateway Center
Nine West
Pittsburgh, PA 15222
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK, formerly THE SAVINGS &
TRUST COMPANY OF PENNSYLVANIA,

Plaintiff,

vs.

WILLIAM M. DANCH and SHELLY RAE
DANCH, husband and wife,

Defendants.

) CIVIL DIVISION

)

) NO.: 02-437-CD

)

)

) **TYPE OF PLEADING:**

)

) **Praecipe for Argument**

)

)

) FILED ON BEHALF OF PLAINTIFF:

)

) S&T Bank, formerly The Savings &
Trust Company of Pennsylvania

)

)

) COUNSEL OF RECORD FOR THIS
PARTY:

)

) Mary D. Grenen, Esquire

) Pa. I.D #52698

)

) GRENEN & BIRSIC, P.C.

) One Gateway Center

) Nine West

) Pittsburgh, PA 15222

) (412) 281-7650

COUNSEL OF RECORD FOR DEFENDANTS:

Michael N. Vaporis, Esquire
BARBOR & VAPORIS, P.C.
917 Philadelphia Street
Indiana, PA 157010

FILED

MAY 31 2002

William A. Shaw
Prothonotary

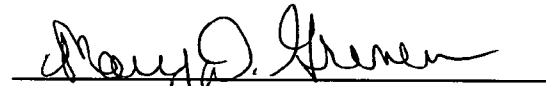
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Praecipe for Argument was served via United States First Class Mail, postage prepaid, this 29th day of May, 2002, upon the following:

Michael N. Vaporis, Esquire
BARBOR & VAPORIS, P.C.
917 Philadelphia Street
Indiana, PA 157010

GRENNEN & BIRSIC, P.C.

By:


Mary D. Grenen, Esquire
Pa. I.D. #52698
Attorneys for Plaintiff
One Gateway Center
Nine West
Pittsburgh, PA 15222
(412) 281-7650

FILED

MAY 31 2002

William A. Shaw
Prothonotary

no
a
copy to
a

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK, formerly THE SAVINGS & :
TRUST COMPANY OF PENNSYLVANIA:

-vs-

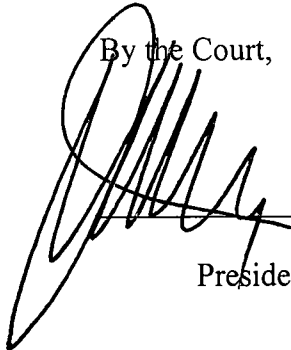
No. 02 - 437 - CD

WILLIAM M. DANCH and SHELLEY :
RAE DANCH, husband and wife :

ORDER

NOW, this 19th day of July, 2002, this being the day and date set for hearing into Plaintiff's Motion for Summary Judgment, the issue being the sufficiency of the damages plead, it is the ORDER of this Court that Defendants shall be and are hereby granted two weeks from this date to file a brief on the issue with five days granted to Plaintiff upon receipt thereof to submit a reply brief.

By the Court,



President Judge

FILED

JUL 22 2002

0111:1211cc atty Vapors

William A. Shaw

Prothonotary

1cc atty Skerren

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

S & T BANK, formerly THE SAVINGS & :
TRUST COMPANY OF PENNSYLVANIA:

-vs-

No. 02 - 437 - CD

WILLIAM M. DANCH and SHELLEY :
RAE DANCH, husband and wife :

ORDER

NOW, this 31st day of July, 2002, following argument into Motion for Summary Judgment filed on behalf of Plaintiff above-named, it is the ORDER of this Court that said Motion be and is hereby granted and judgment entered in favor of the Plaintiff and against Defendants William M. Danch and Shelley Rae Danch, husband and wife, in the amount of \$70,443.93 plus interest at the daily rate of \$9.69 from February 12, 2002, together with attorney's fees and costs.

By the Court,

President Judge

FILED

AUG 01 2002
01/37/1cc atty Vaparis
William A. Shaw
Prothonotary 1cc atty

Er Green
HCS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK, formerly THE
SAVINGS & TRUST COMPANY
OF PENNSYLVANIA,

Plaintiff,

vs.

WILLIAM M. DANCH and SHELLEY
RAE DANCH,

Defendants.

FILED

AUG 19 2002

William A. Shaw
Prothonotary

) CIVIL DIVISION

)

)

)

) NO.: 02-437 C.D.

)

)

)

) ISSUE NO.:

)

)

) TYPE OF PLEADING

)

) Praecipe for Writ of Execution

) (Mortgage Foreclosure)

)

) CODE -

)

) FILED ON BEHALF OF:

)

) S&T BANK, formerly THE SAVINGS &

) TRUST COMPANY OF PENNSYLVANIA,

) Plaintiff

)

) COUNSEL OF RECORD FOR THIS PARTY:

)

) James F. Grenen, Esquire

) Pa.I.D. 46478

)

) GRENEN & BIRSIC, P.C.

)

)

) One Gateway Center, Nine West

) Pittsburgh, PA 15222

)

) (412) 281-7650

)

FILED

~~M/2:20:00~~
AUG 19 2002

Aug Rd. 20.00

1 CC Shg

William A. Shaw
Prothonotary



le 10/15/07 desc. to Shg

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

S & T Bank, formerly the Savings & Trust
Company of Pennsylvania

COPY

Vs.

NO.: 2002-00437-CD

William M. Danch and Shelley Rae Danch

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due S & T Bank, formerly the Savings & Trust Company of Pennsylvania, Plaintiff(s) from William M. Danch and Shelley Rae Danch, Defendant(s):

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

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

Garnishee(s) as follows:

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

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$60,963.03
INTEREST TO 11/08/02: \$7,732.04
LATE CHARGES TO 11/08/02: \$973.15
INSPECTION FEES: \$58.00
FORECLOSURE ATTORNEYS' FEES: \$2,050.00
TITLE SEARCH, FORECLOSURE AND
EXECUTION COSTS: \$1,750.00
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 08/19/2002

PAID: \$181.39
SHERIFF: \$
OTHER COSTS: \$

William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____

At _____ A.M./P.M.

Requesting Party: James F. Grenen, Esq.
One Gateway Center, Nine West
Pittsburgh, PA 15222

Sheriff

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

S&T BANK, formerly THE
SAVINGS & TRUST COMPANY
OF PENNSYLVANIA,

Plaintiff,

NO.: 02-437-CD

vs.

WILLIAM M. DANCH and
SHELLEY RAE DANCH,

Defendants.

LONG FORM DESCRIPTION

ALL that certain piece or parcel of real estate located in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point the northeast intersection fo White Pine Road and Black Walnut Drive; thence South $34^{\circ} 34'$ West along Black Walnut Drive two hundred (200.0') feet to a point; thence South $55^{\circ} 26'$ East one hundred twenty (120.00') feet to a point; thence North $34^{\circ} 34'$ East two hundred (200.0') feet along the property line of Lot 8 to a point; thence North $55^{\circ} 26'$ West one hundred twenty (120.0') feet along White Pine Road to the point the place of beginning.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

S&T BANK, formerly THE
SAVINGS & TRUST COMPANY
OF PENNSYLVANIA,

Plaintiff,

NO.: 02-437-CD

vs.

WILLIAM M. DANCH and
SHELLEY RAE DANCH,

Defendants.

SHORT FORM DESCRIPTION FOR ADVERTISING

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF WILLIAM M. DANCH
AND SHELLEY RAE DANCH, OF, IN AND TO THE FOLLOWING DESCRIBED
PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SANDY
TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON
A DWELLING KNOWN AS 290 WHITE PINE ROAD, DUBOIS, PENNSYLVANIA
15851. DEED BOOK VOLUME 748, PAGE 463, TAX PARCEL NO. 128-A3-698-
135.

GRENN & BIRSIC, P.C.
James F. Grenn, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

S&T BANK, formerly THE
SAVINGS & TRUST COMPANY
OF PENNSYLVANIA,

Plaintiff,

NO.: 02-437-CD

vs.

WILLIAM M. DANCH and
SHELLEY RAE DANCH,


Defendants.

LONG FORM DESCRIPTION

ALL that certain piece or parcel of real estate located in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point the northeast intersection fo White Pine Road and Black Walnut Drive; thence South $34^{\circ} 34'$ West along Black Walnut Drive two hundred (200.0') feet to a point; thence South $55^{\circ} 26'$ East one hundred twenty (120.00') feet to a point; thence North $34^{\circ} 34'$ East two hundred (200.0') feet along the property line of Lot 8 to a point; thence North $55^{\circ} 26'$ West one hundred twenty (120.0') feet along White Pine Road to the point the place of beginning.

BEING the same property which Clearco, Inc., granted and conveyed to William M. Danch and Shelley Rae Danch, his wife, by Deed dated September 23, 1977 and recorded October 20, 1977, in the Recorder of Deeds Office, Clearfield County, Pennsylvania, in Deed Book Volume 748, Page 463.


GRENN & BIRSIC, P.C.

By: _____

James F. Grenen, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

DBV 748
Page 463
Tax Parcel No. 128-A3-698-135

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

S&T BANK, formerly THE
SAVINGS & TRUST COMPANY
OF PENNSYLVANIA,

Plaintiff,

NO.: 02-437-CD

vs.

WILLIAM M. DANCH and
SHELLEY RAE DANCH,

Defendants.

SHORT FORM DESCRIPTION FOR ADVERTISING

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF WILLIAM M. DANCH
AND SHELLEY RAE DANCH, OF, IN AND TO THE FOLLOWING DESCRIBED
PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SANDY
TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON
A DWELLING KNOWN AS 290 WHITE PINE ROAD, DUBOIS, PENNSYLVANIA
15851. DEED BOOK VOLUME 748, PAGE 463, TAX PARCEL NO. 128-A3-698-
135.

GRENNEN & BIRSIC, P.C.
James F. Grenen, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

SALE DATE: NOVEMBER 1, 2002

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK, formerly THE SAVINGS
& TRUST COMPANY OF
PENNSYLVANIA,

Plaintiff,

vs.

WILLIAM M. DANCH and SHELLEY
RAE DANCH,

Defendants.

) CIVIL DIVISION

) NO.: 02-437-CD

) ISSUE NUMBER:

) TYPE OF PLEADING:

) Pa. R.C.P. RULE 3129.2(c)(2)
) LIENHOLDER AFFIDAVIT OF
) SERVICE

) CODE -

) FILED ON BEHALF OF:

) S&T BANK, formerly THE SAVINGS
) & TRUST COMPANY OF
) PENNSYLVANIA, Plaintiff

) COUNSEL OF RECORD FOR THIS
) PARTY:

) James F. Grenen, Esquire
) Pa. I.D. #46478

) GRELEN & BIRSIC, P.C.
) One Gateway Center, Nine West
) Pittsburgh, PA 15222

) (412) 281-7650

FILED

OCT 08 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

S&T BANK, formerly THE SAVINGS)	
& TRUST COMPANY OF)	NO.: 02-437-CD
PENNSYLVANIA,)	
)	
Plaintiff,)	
vs.)	
)	
WILLIAM M. DANCH and SHELLEY)	
RAE DANCH,)	
)	
Defendants.)	

Pa. R.C.P. RULE 3129.2(c)(2)
LIENHOLDER AFFIDAVIT OF SERVICE

I, James F. Grenen, Attorney for Plaintiff, S&T Bank, formerly The Savings & Trust Company of Pennsylvania, being duly sworn according to law, deposes and makes the following Affidavit regarding service of the notice of the sale of real property on all persons named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 as follows:

1. By letters dated September 16, 2002, undersigned counsel served all persons (other than the Plaintiff) named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 with a notice of the sale of real property by ordinary mail at the respective addresses set forth in the Affidavit Pursuant to Rule 3129.1. A true and correct copy of said Affidavit Pursuant to Rule 3129.1 is marked Exhibit "A", attached hereto, and made a part hereof.

2. Undersigned counsel obtained a U.S. Postal Service Form 3817 Certificate of Mailing for each letter. True and correct copies of the Certificates of Mailing and any letters, if returned as of this date, are marked collectively as Exhibit "B", attached hereto and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information and belief.

GRENN & BIRSIC, P.C.

BY:

James F. Grenen, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

Sworn to and subscribed before
me this 4th day of October 2002.

Joanne M. Wehner
Notary Public

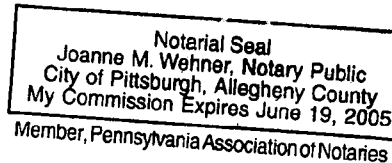


Exhibit "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

S&T BANK, formerly THE SAVINGS)
& TRUST COMPANY OF PENNSYLVANIA,)
)
Plaintiff,)
)
) NO.: 02-437 CD
vs.)
)
WILLIAM M. DANCH and SHELLEY)
RAE DANCH,)
)
Defendants.)
)

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

S&T Bank, formerly The Savings & Trust Company of Pennsylvania, Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property of William M. Danch and Shelley Rae Danch located at 290 White Pine Road, DuBois, Pennsylvania 15851 and is more fully described as follows:

ALL the right, title, interest and claim of William M. Danch and Shelley Rae Danch, of, in and to:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SANDY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING KNOWN AS 290 WHITE PINE ROAD, DUBOIS, PENNSYLVANIA 15851. DEED BOOK VOLUME 748, PAGE 463, TAX PARCEL NO. 128-A3-698-135.

1. The name and address of the owners or reputed owners:

William M. Danch
Shelley Rae Danch

290 White Pine Road
DuBois, PA 15851

2. The name and address of the defendants in the judgment:

William M. Danch
Shelley Rae Danch

290 White Pine Road
DuBois, PA 15851

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

S&T Bank, formerly The Savings & Trust Company of Pennsylvania (PLAINTIFF)

Clearfield Bank & Trust

P.O. Box 171
Clearfield, PA 16830
Attention: Lori Kurtz

Commonwealth of Pa

PIT
P.O. Box 8901
Harrisburg, PA 17105-8901

4. The name and address of the last record holder of every mortgage of record:

S&T Bank, formerly The Savings & Trust Company of Pennsylvania (PLAINTIFF)

PA Housing Finance Agency

2101 North Front Street
Harrisburg, PA 17105

5. The name and address of every other person who has any record lien on the property:

None

6. The name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

Pa. Inheritance Tax Department

Pa Department of Revenue
Bureau of Individual
Taxes
Inheritance Tax Division
Department 280601
Harrisburg, PA 17128-0601

Domestic Relations Office

230 E. Market Street
3rd Floor
Clearfield, PA 16830

Commonwealth of Pennsylvania

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

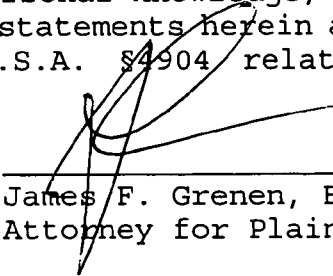
7. The name and address of every other person whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Treasurer's Office

Clearfield County
Courthouse
Clearfield, PA 16830

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

8-13-02


James F. Grenen, Esquire
Attorney for Plaintiff

SWORN to and subscribed before

me this 15th day of August.

2002.


Notary Public

Notarial Seal
Joanne M. Wehner, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 19, 2005
Member, Pennsylvania Association of Notaries

Exhibit "B"

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		<p>APR 16 2002</p> <p>BURGH</p> <p>PAID 1.60</p> <p>STAMPED</p> <p>PAID 1.60</p> <p>STAMPED</p> <p>PAID 1.60</p> <p>STAMPED</p>	
One piece of ordinary mail addressed to:		<p>PAID 1.60</p> <p>STAMPED</p> <p>PAID 1.60</p> <p>STAMPED</p> <p>PAID 1.60</p> <p>STAMPED</p>	
<p>Clearfield Park</p> <p>PO Box 171</p> <p>Clearfield Pa 16830</p> <p>Allen Fair Kutz</p>		<p>PAID 1.60</p> <p>STAMPED</p> <p>PAID 1.60</p> <p>STAMPED</p> <p>PAID 1.60</p> <p>STAMPED</p>	

PS Form 3817, January 2001

ganch

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		<p>APR 16 2002</p> <p>BURGH</p> <p>PAID 1.60</p> <p>STAMPED</p> <p>PAID 1.60</p> <p>STAMPED</p> <p>PAID 1.60</p> <p>STAMPED</p>	
One piece of ordinary mail addressed to:		<p>PAID 1.60</p> <p>STAMPED</p> <p>PAID 1.60</p> <p>STAMPED</p> <p>PAID 1.60</p> <p>STAMPED</p>	
<p>Commonwealth of</p> <p>Pt</p> <p>PO Box 8501</p> <p>Harrisburg Pa 17105</p>		<p>PAID 1.60</p> <p>STAMPED</p> <p>PAID 1.60</p> <p>STAMPED</p> <p>PAID 1.60</p> <p>STAMPED</p>	

PS Form 3817, January 2001

ganch

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		<p>APR 16 2002</p> <p>BURGH</p> <p>PAID 1.60</p> <p>STAMPED</p> <p>PAID 1.60</p> <p>STAMPED</p> <p>PAID 1.60</p> <p>STAMPED</p>	
One piece of ordinary mail addressed to:		<p>PAID 1.60</p> <p>STAMPED</p> <p>PAID 1.60</p> <p>STAMPED</p> <p>PAID 1.60</p> <p>STAMPED</p>	
<p>Hausman, Hans</p> <p>2101 North Front St</p> <p>Harrisburg Pa</p>		<p>PAID 1.60</p> <p>STAMPED</p> <p>PAID 1.60</p> <p>STAMPED</p> <p>PAID 1.60</p> <p>STAMPED</p>	

PS Form 3817, January 2001

As - 11 -

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: <u>James A. Davis, Jr.</u>	
One piece of ordinary mail addressed to:	
<u>Attn: Director of Research</u> <u>Bureau of Industry & Commerce</u> <u>Dept 250001</u> <u>Washington, D.C. 20501</u>	

PS Form 3817, January 2001

Danish



U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: _____	
One piece of ordinary mail addressed to:	
<u>Domestic Relations</u> <u>730 E. Market Street</u> <u>3rd Floor</u> <u>Clearfield PA 16830</u>	

PS Form 3817, January 2001

Danish



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From: _____

One piece of ordinary mail addressed to:

*Commonwealth
Dept of Welfare
920 3rd St
Harrisburg PA 17105*

PS Form 3817, January 2001

Affix fee here to stamp or meter postage and post mark. Inquire of Postmaster for current fee.

6502

URG

513672

U.S. POSTAGE

90

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From: _____

One piece of ordinary mail addressed to:

*Treasurer
Clearfield
Clearfield PA 16830*

PS Form 3817, January 2001

Affix fee here to stamp or meter postage and post mark. Inquire of Postmaster for current fee.

6502

URG

513672

U.S. POSTAGE

90

FILED

at 7/11:28 ~~at~~ *cc*
OCT 08 2002

William A. Shaw
Prothonotary

SALE DATE: NOVEMBER 1, 2002

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK, formerly THE
SAVINGS & TRUST COMPANY OF
PENNSYLVANIA,

Plaintiff,

vs.

WILLIAM M. DANCH and
SHELLEY RAE DANCH,

Defendants.

) CIVIL DIVISION

) NO. : 02-437-CD

) ISSUE NUMBER:

) TYPE OF PLEADING:

) Pa. R.C.P. RULE 3129.2(c)
) AFFIDAVIT OF SERVICE
) DEFENDANTS/OWNERS

) CODE -

) FILED ON BEHALF OF:

) S&T BANK, formerly THE SAVINGS &
) TRUST COMPANY OF PENNSYLVANIA,
) Plaintiff

) COUNSEL OF RECORD FOR THIS
) PARTY:

) James F. Grenen, Esquire
) Pa. I.D. #46478

) GRENEN & BIRSIC, P.C.
) One Gateway Center
) Nine West
) Pittsburgh, PA 15222

) (412) 281-7650

FILED

007 0 6 1002

William A. Shaw
Prothonotary

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

S&T BANK, formerly THE SAVINGS &)	
TRUST COMPANY OF PENNSYLVANIA,)	NO.: 02-437-CD
)	
Plaintiff,)	
)	
vs.)	
)	
WILLIAM M. DANCH and SHELLEY)	
RAE DANCH,)	
)	
)	
Defendants.)	

Pa. R.C.P. RULE 3129.2(c) AFFIDAVIT OF SERVICE
DEFENDANTS/OWNERS

James F. Grenen, Esquire, Attorney for Plaintiff, S&T Bank, formerly The Savings & Trust Company of Pennsylvania, being duly sworn according to law deposes and makes the following Affidavit regarding service of Plaintiff's notice of the sale of real property in this matter on William M. Danch and Shelley Rae Danch, as follows:

1. William M. Danch and Shelley Rae Danch are the owners of the real property and have entered appearances of record.

2. The undersigned counsel mailed Defendant, William M. Danch a true and correct copy of Plaintiff's notice of the sale of real property by certified mail, return receipt requested, restricted delivery. A true and correct copy of said Notice is marked Exhibit "A", attached hereto and made a part hereof.

3. On or about September 25 and 26, 2002, Defendant, William M. Danch received the notice of the sale of real property in this matter as evidenced by the signed U.S. Postal Service form 3811, certified mail return receipts. True and correct copies of the signed U.S. Postal Service form 3811, evidencing service by certified mail on the identified Defendant, is marked Exhibit "B", attached hereto and made a part hereof.

4. The undersigned counsel served Defendant, Shelley Rae Danch, with a true and correct copy of Plaintiff's notice of the sale of real property by certified mail, return receipt requested, restricted delivery. A true and correct copy of said Notice is marked Exhibit "C", attached hereto and made a part hereof.

5. On or about September 26, 2002, Defendant, Shelley Rae Danch received the notice of the sale of real property in this matter as evidenced by the signed U.S. Postal Service form 3811, certified mail return receipts. True and correct copies of the signed U.S. Postal Service form 3811, evidencing service by certified mail on the identified Defendant, is marked Exhibit "D", attached hereto and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information, and belief.

GRENNEN & BIRSIC, P.C.

BY:

James F. Grenen, Esquire
Attorneys for Plaintiff
Nine West, One Gateway Center
Pittsburgh, PA 15222
(412) 281-7650

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 4th DAY OF October, 2002.

Joanne M. Wehner
Notary Public

Notarial Seal
Joanne M. Wehner, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 19, 2005
Member, Pennsylvania Association of Notaries

Exhibit "A"

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

S&T BANK, formerly THE
SAVINGS & TRUST COMPANY
OF PENNSYLVANIA,

Plaintiff,

NO.: 02-437-CD

vs.

WILLIAM M. DANCH and
SHELLEY RAE DANCH,

Defendants.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: WILLIAM M. DANCH

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

CLEARFIELD COUNT SHERIFF'S OFFICEGOLD ROOM
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

on November 1, 2002, at 10:00 A.M., the following described real estate, of which William M. Danch and Shelley Rae Danch are the owners or reputed owners:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SANDY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING KNOWN AS 290 WHITE PINE ROAD, DUBOIS, PENNSYLVANIA 15851. DEED BOOK VOLUME 748, PAGE 463, TAX PARCEL NO. 128-A3;698-135.

The said Writ of Execution has been issued on a judgment in the mortgage foreclosure action of

S&T Bank, formerly The Savings &
Trust Company of Pennsylvania,

Plaintiff,

vs.

William M. Danch and
Shelley Rae Danch,

Defendants.

at Execution Number 02-437-CD in the amount of \$73,526.22.

Claims against the property must be filed with the Sheriff before the above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from sale date.

Exceptions to Distribution or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

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

YOU SHOULD TAKE THIS NOTICE AND THE WRIT OF EXECUTION 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 ADVICE.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

TELEPHONE: (814) 765-2641 EXT. 5982

You may have legal rights to prevent the Sheriff's Sale and the loss of your property. In order to exercise those rights, prompt action on your part is necessary.

You may have the right to prevent or delay the Sheriff's Sale by filing, before the sale occurs, a petition to open or strike the judgment or a petition to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection, you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the plaintiff has a valid claim to foreclose the mortgage or judgment.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a petition to strike the judgment.

You may also have the right to petition the Court to stay or delay the execution and the Sheriff's Sale if you can show a defect in the Writ of Execution of service or demonstrate any other legal or equitable right.

YOU MAY ALSO HAVE THE RIGHT TO HAVE THE SHERIFF'S SALE SET ASIDE IF THE PROPERTY IS SOLD FOR A GROSSLY INADEQUATE PRICE OR, IF THERE ARE DEFECTS IN THE SHERIFF'S SALE. TO EXERCISE THIS RIGHT, YOU SHOULD FILE A PETITION WITH THE COURT AFTER THE SALE AND BEFORE THE SHERIFF HAS DELIVERED HIS DEED TO THE PROPERTY. THE SHERIFF WILL DELIVER THE DEED IF NO PETITION TO SET ASIDE THE SALE IS FILED WITHIN TEN (10) DAYS FROM THE DATE WHEN THE SCHEDULE OF DISTRIBUTION IS FILED IN THE OFFICE OF THE SHERIFF.


GRENEN & BIRSIC, P.C.

By: _____

James F. Grenen, Esquire
Attorney for Plaintiff

Exhibit "B"

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:

WILLIAM M. DANCH
1199 BRADY STREET
DUBOIS, PA
15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

9-25-02

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☒ Yes

7002 0510 0000 9586 6252

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1035

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:

WILLIAM M. DANCH
290 WHITE PINE RD
DUBOIS, PA
15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

9-26-02

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☒ Yes

7002 0510 0000 9586 6528

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1035

Exhibit "C"

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

S&T BANK, formerly THE
SAVINGS & TRUST COMPANY
OF PENNSYLVANIA,

Plaintiff,

NO.: 02-437-CD

vs.

WILLIAM M. DANCH and
SHELLEY RAE DANCH,

Defendants.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: SHELLEY RAE DANCH

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

CLEARFIELD COUNT SHERIFF'S OFFICE GOLD ROOM
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

on November 1, 2002, at 10:00 A.M., the following described real estate, of which William M. Danch and Shelley Rae Danch are the owners or reputed owners:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SANDY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING KNOWN AS 290 WHITE PINE ROAD, DUBOIS, PENNSYLVANIA 15851. DEED BOOK VOLUME 748, PAGE 463, TAX PARCEL NO. 128-A3-698-135.

The said Writ of Execution has been issued on a judgment in the mortgage foreclosure action of

S&T Bank, formerly The Savings &
Trust Company of Pennsylvania,

Plaintiff,

vs.

William M. Danch and
Shelley Rae Danch,

Defendants.

at Execution Number 02-437-CD in the amount of \$73,526.22.

Claims against the property must be filed with the Sheriff
before the above sale date.

Claims to proceeds must be made with the Office of the Sheriff
before distribution.

Schedule of Distribution will be filed with the Office of the
Sheriff no later than thirty (30) days from sale date.

Exceptions to Distribution or a Petition to Set Aside the Sale
must be filed with the Office of the Sheriff no later than ten (10)
days from the date when Schedule of Distribution is filed in the
Office of the Sheriff.

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

YOU SHOULD TAKE THIS NOTICE AND THE WRIT OF EXECUTION 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 ADVICE.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

TELEPHONE: (814) 765-2641 EXT. 5982

You may have legal rights to prevent the Sheriff's Sale and the loss of your property. In order to exercise those rights, prompt action on your part is necessary.

You may have the right to prevent or delay the Sheriff's Sale by filing, before the sale occurs, a petition to open or strike the judgment or a petition to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection, you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the plaintiff has a valid claim to foreclose the mortgage or judgment.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a petition to strike the judgment.

You may also have the right to petition the Court to stay or delay the execution and the Sheriff's Sale if you can show a defect in the Writ of Execution of service or demonstrate any other legal or equitable right.

YOU MAY ALSO HAVE THE RIGHT TO HAVE THE SHERIFF'S SALE SET ASIDE IF THE PROPERTY IS SOLD FOR A GROSSLY INADEQUATE PRICE OR, IF THERE ARE DEFECTS IN THE SHERIFF'S SALE. TO EXERCISE THIS RIGHT, YOU SHOULD FILE A PETITION WITH THE COURT AFTER THE SALE AND BEFORE THE SHERIFF HAS DELIVERED HIS DEED TO THE PROPERTY. THE SHERIFF WILL DELIVER THE DEED IF NO PETITION TO SET ASIDE THE SALE IS FILED WITHIN TEN (10) DAYS FROM THE DATE WHEN THE SCHEDULE OF DISTRIBUTION IS FILED IN THE OFFICE OF THE SHERIFF.

GRENNEN & BIRSIC, P.C.

By: _____

James F. Grenen, Esquire
Attorney for Plaintiff

Exhibit "D"

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:

SHELLEY RAE DANCH
290 WHITE PINE RD
DUBOIS, PA
15851

2. Article Number

7002 0510 0000 9586 6245

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1035

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

9-26-02

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☒ Yes**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:

SHELLEY RAE DANCH
290 WHITE PINE RD
DUBOIS, PA 15851

2. Article Number

7002 0510 0000 9586 6511

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1035

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

9-26-02

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☒ Yes

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

13042

S&T BANK ET AL

02-437-CD

VS.

DANCH, WILLIAM M.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, SEPTEMBER 16, 2002 @ 1:00 O'CLOCK P.M. A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS ALSO POSTED THIS DATE

A SALE DATE OF NOVEMBER 1, 2002 WAS SET.

NOW, SEPTEMBER 26, 2002 SERVED WILLIAM M. DANCH, DEFENDANT AT HIS RESIDENCE, 520 SOUTH STATE STREET, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801 BY HANDING TO WILLIAM M. DANCH, DEFENDANT A TRUE

AND ATTESTED ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY ANDK MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, SEPTEMBER 26, 2002 SERVED SHELLEY RAE DANCH, DEFENDANT AT HER RESIDENCE, 520 SOUTH STATE STREET, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801 BY HANDING TO WILLIAM DANCH HUSBAND OF THE DEFENDANT A TRUE AND ATTESTED COPY OF THE NOTICE OF SALE AND MAKING KNOWN TO HIM THE CONTENTS THEREOF, AND BY HANDING TO SHELLEY RAE DANCH DEFENDANT A TRUE AND ATTESTED ORIGINAL OF THE WRIT OF EXECUTION AND COPY OF THE LEVY AND BY MAKING KNOWN TO THE THE CONTENTS THEREOF.

NOW, NOVEMBER 1, 2002 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, NOVEMBER 12, 2002 BILLED THE ATTORNEY FOR COSTS DUE.

NOW, NOVEMBER 22, 2003 RECEIVED CHECK FROM ATTORNEY FOR COSTS.

NOW, JANUARY 20, 2003 PAID COSTS FROM ADVANCE AND ATTORNEY CHECK.

NOW, JANUARY 20, 2002 RETURN WRIT AS SALE BEING HELD PROPERTY PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, JANUARY 20, 2003 DEED WAS FILED.

FILED



JAN 20 2003

0/3:20/11
William A. Shaw
Prethenotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

13042

S&T BANK ET AL

02-437-CD

VS.

DANCH, WILLIAM M.

WRIT OF EXECUTION REAL ESTATE

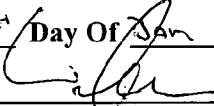
SHERIFF RETURNS

SHERIFF HAWKINS \$254.84

SURCHARGE \$40.00

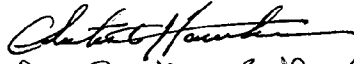
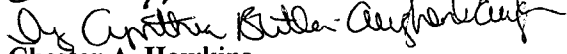
PAID BY ATTORNEY

Sworn to Before Me This

20th Day Of Jan 2003


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

So Answers,



Chester A. Hawkins
Sheriff

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

S & T Bank, formerly the Savings & Trust
Company of Pennsylvania

Vs.

NO.: 2002-00437-CD

William M. Danch and Shelley Rae Danch

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due S & T Bank, formerly the Savings & Trust Company of Pennsylvania, Plaintiff(s) from William M. Danch and Shelley Rae Danch, Defendant(s):

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

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

Garnishee(s) as follows:

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

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$60,963.03
INTEREST TO 11/08/02: \$7,732.04
LATE CHARGES TO 11/08/02: \$973.15
INSPECTION FEES: \$58.00
FORECLOSURE ATTORNEYS' FEES: \$2,050.00
TITLE SEARCH, FORECLOSURE AND
EXECUTION COSTS: \$1,750.00
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 08/19/2002

PAID: \$181.39
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 19th day
of August A.D. 2002

At 3:30 A.M./P.M.

Charles A. Hawkins
Sheriff Joy Cynthia Butler-Aughenbaugh

Requesting Party: James F. Grenen, Esq.
One Gateway Center, Nine West
Pittsburgh, PA 15222

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

S&T BANK, formerly THE
SAVINGS & TRUST COMPANY
OF PENNSYLVANIA,

Plaintiff,

NO.: 02-437-CD

vs.

WILLIAM M. DANCH and
SHELLEY RAE DANCH,

Defendants.

LONG FORM DESCRIPTION

ALL that certain piece or parcel of real estate located in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point the northeast intersection of White Pine Road and Black Walnut Drive; thence South $34^{\circ} 34'$ West along Black Walnut Drive two hundred (200.0') feet to a point; thence South $55^{\circ} 26'$ East one hundred twenty (120.00') feet to a point; thence North $34^{\circ} 34'$ East two hundred (200.0') feet along the property line of Lot 8 to a point; thence North $55^{\circ} 26'$ West one hundred twenty (120.0') feet along White Pine Road to the point the place of beginning.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

S&T BANK, formerly THE
SAVINGS & TRUST COMPANY
OF PENNSYLVANIA,

Plaintiff,

NO.: 02-437-CD

vs.

WILLIAM M. DANCH and
SHELLEY RAE DANCH,

Defendants.

SHORT FORM DESCRIPTION FOR ADVERTISING

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF WILLIAM M. DANCH
AND SHELLEY RAE DANCH, OF, IN AND TO THE FOLLOWING DESCRIBED
PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SANDY
TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON
A DWELLING KNOWN AS 290 WHITE PINE ROAD, DUBOIS, PENNSYLVANIA
15851. DEED BOOK VOLUME 748, PAGE 463, TAX PARCEL NO. 128-A3-698-
135.

GRENNEN & BIRSIC, P.C.
James F. Grennen, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

S&T BANK, formerly THE
SAVINGS & TRUST COMPANY
OF PENNSYLVANIA,

Plaintiff,

NO.: 02-437-CD

vs.

WILLIAM M. DANCH and
SHELLEY RAE DANCH,

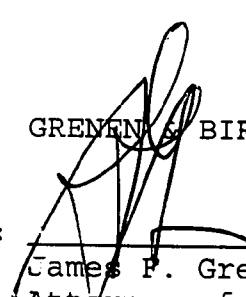
Defendants.

LONG FORM DESCRIPTION

ALL that certain piece or parcel of real estate located in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point the northeast intersection fo White Pine Road and Black Walnut Drive; thence South 34° 34' West along Black Walnut Drive two hundred (200.0') feet to a point; thence South 55° 26' East one hundred twenty (120.00') feet to a point; thence North 34° 34' East two hundred (200.0') feet along the property line of Lot 8 to a point; thence North 55° 26' West one hundred twenty (120.0') feet along White Pine Road to the point the place of beginning.

BEING the same property which Clearco, Inc., granted and conveyed to William M. Danch and Shelley Rae Danch, his wife, by Deed dated September 23, 1977 and recorded October 20, 1977, in the Recorder of Deeds Office, Clearfield County, Pennsylvania, in Deed Book Volume 748, Page 463.


GRENNEN & BIRSIC, P.C.

By: _____

James P. Grenen, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

DBV 748
Page 463
Tax Parcel No. 128-A3-698-135

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

S&T BANK, formerly THE
SAVINGS & TRUST COMPANY
OF PENNSYLVANIA,

Plaintiff,

NO.: 02-437-CD

vs.

WILLIAM M. DANCH and
SHELLEY RAE DANCH,

Defendants.

SHORT FORM DESCRIPTION FOR ADVERTISING

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF WILLIAM M. DANCH
AND SHELLEY RAE DANCH, OF, IN AND TO THE FOLLOWING DESCRIBED
PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SANDY
TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON
A DWELLING KNOWN AS 290 WHITE PINE ROAD, DUBOIS, PENNSYLVANIA
15851. DEED BOOK VOLUME 748, PAGE 463, TAX PARCEL NO. 128-A3-698-
135.

GRENNEN & BIRSIC, P.C.
James F. Grennen, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME DANCH NO. 02-00437

NOW, November 1, 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 1ST day of NOVEMBER 2002, I exposed the within described real estate of WILLIAM M. DANCH AND SHELLEY RAE DANCH to public venue or outcry at which time and place I sold the same to S & T BANK, FORMERLY THE DAVINGS & TRUST COMPANY OF PENNSYLVANIA 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	12.35
LEVY	15.00
MILEAGE	12.35
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	24.70
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	10.00

TOTAL SHERIFF COSTS **254.84**

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	
TOTAL DEED COSTS	29.00

DEBIT & INTEREST:

DEBT-AMOUNT DUE	60,963.03
INTEREST FROM 11/8/02	7,732.04
TO BE ADDED	

TOTAL DEBT & INTEREST **68,695.07**

COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	517.86
LATE CHARGES & FEES	
TAXES - collector	2,889.31
TAXES - tax claim	12,009.70
DUE	
COST OF SUIT -TO BE ADDED	
LIEN SEARCH	100.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
ATTORNEY COMMISSION	
SHERIFF COSTS	254.84
LEGAL JOURNAL AD	144.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	181.39
MORTGAGE SEARCH	40.00

SATISFACTION FEE

ESCROW DEFICIENCY

MUNICIPAL LIEN

TOTAL COSTS **16,171.10**

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

CHESTER A. HAWKINS, Sheriff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK, formerly known
as THE SAVINGS & TRUST
COMPANY OF PENNSYLVANIA,
Plaintiff

:
:
:
:
:
:
:
:
:
:
:

No. 02 - 437 - C.D.

v.

WILLIAM M. DANCH and
SHELLEY RAE DANCH, husband
and wife,
Defendants

Civil Action-Mortgage Foreclosure

Defendants' Affidavit

Now come the Defendants in this action, and being duly sworn, state as follows.

1. I dispute the reasonableness and necessity of the attorney fees claimed. The amount claimed cannot be just for this case, and if it is for the case that the Plaintiff first filed and dismissed, such duplication of actions is not reasonable nor necessary nor fair. I have never agreed to the amount being claimed for attorney fees.

2. I dispute the computation of interest, as my mortgage rate was an adjustable mortgage and I have seen nothing to justify the amount claimed due.

I have never agreed to the amount of interest due, nor can I calculate the amount


given the complexities involved in determining the variable rate applicable in any

FILED

JUN 12 2002
11:00 AM
William A. Shaw
Prothonotary

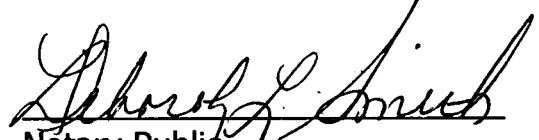
particular year.

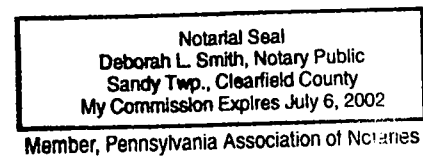
3. I dispute the reasonableness and necessity for the "title search, foreclosure and execution costs". I never agreed to these items, nor the amounts claimed for them.



Shelley Rae Dancow

Sworn to and subscribed before me this 10th day of June, 2002.


Notary Public



FILED

JUN 12 2002
1711.25/ndcc
William A. Shaw
Prothonotary

BARBOR, VAPORIS & SOTTILE, P.C.
ATTORNEYS AT LAW
917 PHILADELPHIA STREET
INDIANA, PENNSYLVANIA 15701