

02-755-CD
MID AM FINANCIAL SERVICES et al -vs- ESTATE OF RICHARD A. SHANK
et al

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William A. Shaw
Prothonotary
Vol 8

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WIESMETH & HARDY

ATTORNEYS AT LAW

919 MAIN STREET

STROUDSBURG, PENNSYLVANIA 18360

(570) 424-2848

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
46TH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA**

**MID AM FINANCIAL SERVICES, n/b/a,
KEY BANK USA, N.A.,**

Plaintiff

v.

**ESTATE OF RICHARD A. SHANK, by and
through its Administratrix, DEBRA A.
SHANK,**

Defendants

NO. CIVIL 2002

02 - 755 - 00

IN MORTGAGE FORECLOSURE

NOTICE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint is 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 further notice for any money claimed in the Complaint or for any other claims or relief requested by the Plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

FILED

MAY 13 2002

**William A. Shaw
Prothonotary**

**COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830
(814)-765-7891**

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
46TH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA**

**MID AM FINANCIAL SERVICES, n/b/a,
KEY BANK USA, N.A.,**

Plaintiff

v.

**ESTATE OF RICHARD A. SHANK, by and
through its Administratrix, DEBRA A.
SHANK,**

Defendants

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NO.

CIVIL 2002

IN MORTGAGE FORECLOSURE

COMPLAINT

1. Plaintiff is Mid AM Financial Services, now by assignment, Key Bank USA, N.A.
2. The Defendants are the Estate of Richard A. Shank, by and through its Administratrix, Debra A. Shank with a last known address of:

1646 Lorenzo Drive
Vallejo, CA 94589

3. The subject property was solely owned by Richard A. Shank.
4. Richard A. Shank passed away on June 24, 2001.
5. The Defendants, the Estate of Richard A. Shank, by and through its Administratrix, Debra A. Shank is the legal successor to Mortgagor (Richard A. Shank deceased 6/24/01, Estate raised to #01-0283, Clearfield County, Pennsylvania) and real owner of the Premises, hereinafter described. See Exhibit "A" attached hereto and incorporated herein.

6. On November 30, 1999 Defendant made, executed and delivered a mortgage upon the Premises hereinafter described and commonly known as Lot 17, Village of Rosebud, Clearfield County, Pennsylvania which Mortgage is recorded in the Recorder's Office for Clearfield County in Instrument Number 199919842 . See Exhibit "B" attached hereto and incorporated herein.

7. The Mortgage was assigned to Key Bank USA, N.A. herein by virtue of an Assignment dated May 3, 2000 and recorded in the Office of the Recorder of Deeds in and of Clearfield County, Commonwealth of Pennsylvania in Instrument Number 200006609, a copy of which is attached hereto and incorporated herein as Exhibit "C".

7. The mortgaged Premises are attached as part of Exhibit "A".

8. The mortgage is in default in that monthly payments of \$ 399.66 are due for the month of July, 2001 and for each month thereafter are due and unpaid. Such failure to make monthly payments constitutes a default under the terms of the mortgage, entitling Plaintiff to demand payment of the entire principal balance, together with interest, costs and fees.

9. The following amounts are due on the mortgage:

Principal balance:	\$31,196.76
Interest from 7/1/01 through 4/15/02	\$ 3,263.34
Attorneys fees 10%	\$ 3,446.01
Late Charges	\$ 39.96
Costs of Suit	\$ 250.00
Title Search	\$ 150.00
Escrow Deficit	\$ 364.70
Returned Check Fee	\$ -0-
Per Diem interest of \$10.26 from 4/15/02	\$ accruing
Delinquent Real Estate Taxes	\$ 5,000.00
Total	\$43,710.77 , plus accruals

10. The attorneys fees set forth above are pursuant to the mortgage documents and will be collected at Sheriff's sale. If the mortgage is reinstated prior to Sheriff's sale, actual and reasonable attorneys fees will be charged which in no event will exceed the sum stated above.

11. The Notices, if required by Act 6 and Act 91, have been sent separately or in combined form pursuant to 35. P.S. 1680.403c and are attached hereto and incorporated herein as Exhibit "D".

12. The temporary stay provided by the Homeowner's Mortgage Assistance Act has terminated because:

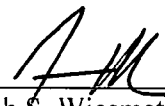
- a. Defendants have failed to meet with Plaintiff or an authorized Credit Counselor,
or;
- b. Defendants' application for assistance have been denied by the Pennsylvania Housing Finance Agency.

WHEREFORE, Plaintiff demands judgment in rem against Defendants and the Premises in the sum of \$43,710.77, plus interest at the rate of \$10.26 per day from April 15, 2002, together with other costs and sums recoverable under the mortgage and for the foreclosure and judicial sale of the Premises.

Respectfully submitted,

WIESMETH & HARDY
ATTORNEYS AT LAW, P.C.

By:



Joseph S. Wiesmeth, Esquire
Attorney for Plaintiff
Attorney ID # 49796
919 Main Street
Stroudsburg, PA 18360
570-424-2848

VERIFICATION

I, JOSEPH S. WIESMETH, ESQUIRE, Attorney for Plaintiff, Key Bank USA, N.A., do hereby swear and affirm that the facts set forth in the within Complaint are true and correct to the best of my knowledge, information and belief, based upon the information given to me by the aforesaid party client.. I make this Verification under and subject to the penalties of 18 Pa.C.S.A., Section 4904, relating to unsworn falsifications to authorities.



JOSEPH S. WIESMETH, ESQUIRE

us Property

RECORDING FEES - \$19.00
RECORDED ON
COUNTY IMPROVEMENT \$1.00
FUND
RECORDED ON
IMPROVEMENT FUND \$1.00
STATE WRIT TAX \$0.50
TOTAL \$21.50

INSTRUMENT NUMBER
199919842
RECORDED ON
DEC 03, 1999
11:21:51 AM

200052760
KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

K12/99

Parcel Number:

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 30, 1999
RICHARD A. SHANK
A SINGLE MAN

. The mortgagor is

("Borrower"). This Security Instrument is given to MID AM FINANCIAL SERVICES INC
11595 N MERIDIAN ST, SUITE 750
CARMEL, IN 46032
(317) 815-2000

which is organized and existing under the laws of THE STATE OF OHIO
address is 11595 N MERIDIAN ST, SUITE 750
CARMEL, IN 46032

, and whose

("Lender"). Borrower owes Lender the principal sum of

Thirty Three Thousand Three Hundred and no/100 _____ Dollars (U.S. \$ 33,300.00).
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 JANUARY 01, 2015
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following
described property located in CLEARFIELD County, Pennsylvania:

SEE ATTACHED LEGAL DESCRIPTION

which has the address of RR1 BOX 28 UNION ST RD COALPORT [Street, City],
Pennsylvania 16627 [Zip Code] ("Property Address");



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

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

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

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

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

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

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

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

COMMITMENT
EXHIBIT "A"

FILE NUMBER: 9911-30376

COMMITMENT NUMBER: 9911-30376

All that certain lot or piece of ground, including all buildings and improvements thereon, situate in the Village of Rosebud, in Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at a post on Union Street; thence Westward by Lot No. 16, 150 feet to a post; thence Northward by an alley 50 feet to a post; thence Eastward by Lot No. 18, 150 feet to a post on Union Street; thence Southward by said Union Street 50 feet to a post and place of beginning, and being Lot No. 17 as marked and numbered in the general plan of Rosebud, as made by J. W. Spangle.

I.D.#: 101-H17-413-49 *Beccaria Twp.*

Deed Source: Book 552, Page 163

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

Initials: 

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

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

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

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

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

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

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

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

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.

Initials: 

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)]

- ☐ Adjustable Rate Rider
☐ Graduated Payment Rider
☐ Balloon Rider
☐ VA Rider

- ☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Rate Improvement Rider
☐ Other(s) [specify]

- ☐ 1-4 Family Rider
☐ Biweekly Payment Rider
☐ Second Home Rider

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:

(Seal)
-Borrower

(Seal)
-Borrower

Richard A. Shank
(Seal)
RICHARD A. SHANK
-Borrower

(Seal)
-Borrower

Certificate of Residence

I, Girard Kasubick, do hereby certify that the correct address of the within-named Mortgagee is ~~Box 28, Coakport, PA 15627~~
11595 N. Meridian Street, Carmel, IN 46032
Witness my hand this 30th day of November, 1999.

Girard Kasubick
Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

CLEARFIELD

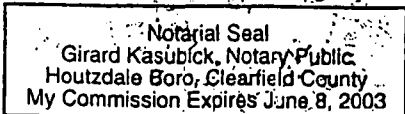
County ss:

On this, the 30th day of November, 1999, before me, the undersigned officer, personally appeared RICHARD A. SHANK, a single man

known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes herein contained.

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

My Commission Expires:



Girard Kasubick
Title of Officer

From: MID AM FINANCIAL SERVICES INC.
To: KEY BANK USA, N.A.

7030673KF

RETURN TO: S. A. Wileman
Orion Financial Group, Inc.
2860 Exchange Blvd., Suite 100
Southlake, TX 76092

Send Any Notices To Assignee.

Assignment of Mortgage

For Good and Valuable Consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned,

MID AM FINANCIAL SERVICES INC.

11595 N. Meridian St., Suite 750, Carmel, IN 46032

(Assignor)

by these presents does convey, grant, bargain, sell, assign, transfer and set over, without recourse, the described mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon to:

KEY BANK USA, N.A.

8000 Mid Lantic Dr., Suite 202 No., Mt. Laurel, NJ 08054

(Assignee)

Said mortgage is recorded in the State of PA, County of Clearfield
on 12/3/99, as Instrument 199919842

Original Mortgagor --: RICHARD A. SHANK A SINGLE MAN

Original Mortgagee--: MID AM FINANCIAL SERVICES INC.

Dated: 11/30/99 AMOUNT: \$ 33,300.00

SEE ATTACHED EXHIBIT A



00010139 KEY RSA

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed by its proper officer who was duly authorized by a resolution of its board of directors.

Dated: May 3, 2000

MID AM FINANCIAL SERVICES INC.

Orion Financial Group, Inc. Its Attorney in fact

By:

RECEIVED

MAY 24 2000

Exhibit A

ALL THAT CERTAIN LOT OR PIECE OF GROUND, INCLUDING ALL BUILDINGS AND IMPROVEMENTS THEREON, SITUATE IN THE VILLAGE OF ROSEBUD, IN CLEARFIELD COUNTY, PENNSYLVANIA BOUNDED AND DESCRIBED AS FOLLOWS: *Beccaria Township*

BEGINNING AT A POST ON UNION STREET; THENCE WESTWARD BY LOT NO. 16, 150 FEET TO A POST; THENCE NORTHWARD BY AN ALLEY 50 FEET TO A POST, THENCE EASTWARD BY LOT NO. 18, 150 FEET TO A POST ON UNION STREET; THENCE SOUTHWARD BY SAID UNION STREET 50 FEET TO A POST AND PLACE OF BEGINNING, AND BEING LOT NO. 17 AS MARKED AND NUMBERED IN THE GENERAL PLAN OF ROSEBUD, AS MADE BY J. W. SPANGLE.

I. D. # 101-H17-413-49

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER

200006669

RECORDED ON

May 15, 2000

2:37:58 PM

RECORDING FEES - \$13.00

RECORDER

COUNTY IMPROVEMENT \$1.00

FUND

RECORDER \$1.00

IMPROVEMENT FUND

STATE WRIT TAX \$0.50

TOTAL \$15.50



RECEIVED

MAY 24 2000

Union Financial Group, Inc.
Mortgage Services Div.

00010139

Clearfield County, PA

MAF/KEY/MAF

October 25, 2001

SENT CERTIFIED MAIL/ RETURN RECEIPT REQUESTED: 7099 3400 0013 3277 0166

**ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE**

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to 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 have any questions, you may call the Pennsylvania Housing Finance Agency toll free 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 notificación en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esa notificación obtenga una traducción inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionado arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME(S): RICHARD A. SHANK
PROPERTY ADDRESS: RR 1, Box 28, Union Street, Coalport, Beccaria Twp.,
Clearfield County, Pennsylvania 16627
LOAN ACCT. NO.: 7030673
ORIGINAL LENDER: KEY BANK USA, NATIONAL ASSOCIATION
CURRENT LENDER/SERVICER: KEY HOME EQUITY SERVICES
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.

Temporary Stay of Foreclosure - 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 THIRTY (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.

Consumer Credit Counseling Agencies - If you meet with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers 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 your lender immediately of your intentions.

Application for Mortgage Assistance - 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 the lender, you have the right to apply for financial assistance from

the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency 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.

Agency Action - 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 A DEBT.

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

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at : RRI, Box 28, Union Street, Coalport, Beccaria Twp., Pennsylvania 16627, Clearfield County IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due : July 1, 2001 through October 1, 2001.

Other charges (explain/itemize) (4 months x \$399.66= \$1,598.64)	\$ 1,598.64
Late Charges	\$ 99.90
Escrow Advances	\$ -0-
Returned Check Fee	\$ -0-
Title Search	\$ -0-
Per Diem Interest of \$10.26 from 10/1/01 to 10/25/01	\$ 256.50
Attorneys Fees	\$ 50.00

TOTAL AMOUNT PAST DUE:	\$ 2,005.04

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) days of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2,005.04, 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:**

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.)

N/A

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt 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, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON - The mortgaged property will be sold by the Sheriff to pay off the mortgaged debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender 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 the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAYS period, you will not be required to pay attorney's fees.**

OTHER LENDER REMEDIES - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - 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 the lender 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.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately five (5) 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 the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of the Lender: Keys Home Equity Services
Address: 20 Waterview Blvd.
Parsippany, NJ 07054
Phone Number: 1-877-539-6768
Fax Number: 1-973-402-0190
Contact Person: Jean Chase X 6338

EFFECT OF SHERIFF'S SALE - 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 the lender at any time.

ASSUMPTION OF MORTGAGE - You _____ may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all 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 THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

SEE ATTACHED EXHIBIT

U.S. MAIL PERMIT NO. 1100 PARSIPPANY, NJ 07054

SENT CERTIFIED MAIL/RETURN RECEIPT REQUESTED: 7099 3400 0013 3277 0166

47009-00

CCCS OF MID-WILLAMETTE VALLEY

1135 Edgewater Street, NW
Salem, OR 97304

P.O. Box 5727, Salem, OR 97304

Phone: (503) 581-7301

Fax: (503) 581-4721

Kim Beasley, *Executive Director* (503) 581-7301
Jan Bustelle, *Office Manager* (503) 581-7302

There are no fees for counseling. The fee range to start a DMP is \$0 to \$15; DMP fees range from \$0 to \$25.

47010-00

CCCS OF UMATILLA COUNTY

17 SW Frazer, Suite 324
Pendleton, OR 97801

P.O. Box 582, Pendleton, OR 97801-0582

Phone: (541) 276-3856

LaFrance Grubbs, *Executive Director*

There is no fee for counseling. Fees to start and maintain a DMP range from \$0 to \$10.

47011-00

CCCS OF GRANTS PASS

1914 NE Foster Way
Grants Pass, OR 97526

Phone: (541) 479-6002

Fax: (541) 476-1162

There is no fee for counseling. Fees to start a DMP and maintain a monthly DMP range from \$0 to \$25.

Judy Gent, *Executive Director*

48001-00

CCCS OF LEHIGH VALLEY

3671 Crescent Court East
Whitehall, PA 18052-0239

P.O. Box A, Whitehall, PA 18052-0293

Phone: (610) 821-4010

Fax: (610) 821-8932

Albert J. Kotch, *President/CEO* Ext. 124
Alfred P. Walton, *VP* Ext. 125
Marzena Branny, *Operations Manager* Ext. 126
Harcourt Trimble, III, *Client Relations Manager* Ext. 134
Kathryn Kreige, *Education Director* Ext. 121

Housing programs include pre-housing counseling and reverse mortgage counseling. Fees for counseling range from \$0 to \$50; the average is \$14. Monthly DMP is \$5.

Pennsylvania

Pen Argyl--(S)	Pottsville--(S)
Quakertown--(S)	Reading--(B)
Tamaqua--(S)	Easton--(S)
Jim Thorpe--(S)	Pottstown--(S)
New Hope--(S)	

48003-00

**CCCS OF NORTHWESTERN
PENNSYLVANIA**

Division of Family Services

5100 Peach Street
Erie, PA 16509

Phone: (814) 864-0605

Fax: (814) 864-2677

Deborah M. Linendoll, *Director*
Don Magee, *Accounts Manager*
Carol Ford, *Counselor*
Cyndie Zahner, *Counselor*
James R. Fuller, *Counselor*

There is no fee for counseling. The fee to start a DMP ranges from \$0 to \$15. Monthly DMP maintenance fees range from \$0 to \$5.

Pennsylvania

Meadville--(S)

48004-00**CCCS OF DELAWARE VALLEY**

1515 Market Street, Suite 1325
Philadelphia, PA 19102

Phone: (215) 563-5665**Appointments: 1-800-989-2227****Fax: (215) 563-7020**

Richard Ernst, *President* Ext. 312
Gerald Wixted, *Director Education* Ext. 317
Elizabeth Greenwood, *Director MIS* Ext. 315
Mary Brennan, *Director Counseling* Ext. 313
Nicole Evans, *Adm/Support Staff* Ext. 325

This agency charges no fees for budget counseling, debt management, or housing counseling.

New Jersey

Cherry Hill--(B)

Pennsylvania

Norristown--(B)

Trevose--(B)

West Chester--(B)

48005-00**CCCS OF WESTERN PENNSYLVANIA**

309 Smithfield Street, Suite 2000
Pittsburgh, PA 15222

Phone: (412) 471-7584**Fax: (412) 471-2633**

Jack R. Onorad, *President*
Frank W. Wilson, *VP*
Kevin Campanaro, *Operations Director*
Helen Kaiser, *Education Director*
Mary Loftus, *Counseling Director*

The agency is HUD-certified and provides pre-purchase and reverse mortgage counseling. It is also an authorized mortgage default counseling agency for Pennsylvania residents under Act 91. There is no counseling fee.

Pennsylvania

Beaver--(S) Butler--(S)
Carlisle--(S) Duncansville--(B)
Greensburg--(B) Harrisburg--(B)
Johnstown--(S) Meadville--(S)
New Castle--(S) Uniontown--(S)
Washington--(S) York--(R)

48006-00**CCCS OF NORTHEASTERN PENNSYLVANIA**

Consumer Credit Counseling Service of N.E. PA
1400 Abington Executive Park, Suite 1
Morgan Hwy. & Country Club Road
Clarks Summit, PA 18411

Phone: (717) 342-1072**Appointments: 1-800-922-9537****Fax: (717) 342-5104**

Michael A. Elick, *Executive Director/CEO* Ext. 219
Rosemary J. Lavelle, *Program Services Manager* Ext. 217
Edward J. Germick, *Education Coordinator* Ext. 220
Carole A. Roth, *Client Accounts Manager* Ext. 215
Dean A. Rhone, *Accounting* Ext. 218

This agency is HUD-certified to provide first-time homebuyer and reverse mortgage counseling. PHFA authorizes mortgage default counseling at the agency to Pennsylvania residents under ACT 91. There is no counseling fee. The fee to start a DMP is \$20.

Pennsylvania

Bloomsburg--(S)

Honesdale--(S)

State College--(S)

Sunbury--(S)

Williamsport--(S)

Hazleton--(S)

Milford--(S)

Stroudsburg--(S)

Wilkes-Barre--(B)

48007-00**CCCS OF CENTRAL PENNSYLVANIA**

439 East King Street
Lancaster, PA 17602

Phone: (717) 397-5183**Fax: (717) 399-4127**

D. Michael Weaver, *President/Tabor*
Michael W. Sprunger, *Director/CCCS*
Beth A. Schalk, *Director/Housing Counseling*

This agency provides assistance with mortgages and HUD counseling. There is no fee for counseling. Monthly DMP ranges from \$2 to \$20; the average is \$5.

Pennsylvania

Lancaster--(S)

PENNSYLVANIA

Altoona, CCCS of Western Pennsylvania (48005-13)	(814) 944-8100
Beaver, CCCS of Western Pennsylvania (48005-01)	(412) 744-0796
Butler, CCCS of Western Pennsylvania (48005-03)	(412) 282-7812
Carlisle, CCCS of Western Pennsylvania (48005-04)	(717) 541-1757
Clarks Summit, CCCS of Northeastern PA (48006-00)	(800) 922-9537
Coatesville, CCCS of Central Pennsylvania (48007-03)	(800) 788-5062
Barton, CCCS of Lehigh Valley (48001-06)	(610) 821-4010
Erie, CCCS of Northwestern Pennsylvania (48003-00)	(888) 258-0697
Gettysburg, CCCS of Western Pennsylvania (48005-14) ..	(717) 846-4176
Greencastle, CCCS of Central Pennsylvania (48007-04) ..	(800) 788-5062
Greensburg, CCCS of Western Pennsylvania (48005-05) ..	(412) 858-1290
Hanover, CCCS of Western Pennsylvania (48005-15)	(717) 846-4176
Harrisburg, CCCS of Greater Harrisburg (48005-07)	(717) 541-1757
Hazleton, CCCS of Northeastern PA (48006-03)	(800) 922-9537
Jim Thorpe, CCCS of Lehigh Valley (48001-07)	(800) 220-2733
Johnstown, CCCS of Western Pennsylvania (48005-09) ..	(814) 559-6555
Lancaster, CCCS of Central Pennsylvania (48007-00)	(800) 788-5062
Lebanon, CCCS of Central Pennsylvania (48007-01)	(717) 597-5181
Meadville, CCCS of Northwestern Pennsylvania (48003-01) ..	(814) 337-4455
Meadville, CCCS of Western Pennsylvania (48005-10)	(814) 333-8570
Media, CCCS of Delaware Valley (48004-06)	(215) 563-5665
New Castle, CCCS of Western Pennsylvania (48005-06) ..	(412) 652-8071
New Hope, CCCS of Lehigh Valley (48001-09)	(800) 220-2733
Northtown, CCCS of Delaware Valley (48004-03)	(215) 563-5665
Pen Argyl, CCCS of Lehigh Valley (48001-01)	(610) 821-4010
Philadelphia, CCCS of Delaware Valley (48004-00)	(888) 712-1722
Pittsburgh, CCCS of Western Pennsylvania (48005-00) ..	(888) 288-5182
Pottstown, CCCS of Lehigh Valley (48001-08)	(600) 220-2733
Pottsville, CCCS of Lehigh Valley (48001-02)	(800) 220-2733
Quakertown, CCCS of Lehigh Valley (48001-03)	(800) 220-2733
Reading, CCCS of Lehigh Valley (48001-04)	(800) 220-2733
Stroudsburg, CCCS of Northeastern PA (48006-02)	(800) 922-9537

Toll-free referrals... 1-800-388-2222

Sunbury, CCCS of Northeastern PA (48006-04)	(800) 922-9537
Tamaqua, CCCS of Lehigh Valley (48001-05)	(800) 220-2733
Treves, CCCS of Delaware Valley (48004-04)	(215) 563-5665
Uniontown, CCCS of Western Pennsylvania (48005-11) ..	(412) 439-8939
Washington, CCCS of Western Pennsylvania (48005-12) ..	(412) 222-8292
West Chester, CCCS of Delaware Valley (48004-05)	(215) 563-5665
Whitehall, CCCS of Lehigh Valley (48001-00)	(888) 712-1722
Whitehall, CCCS of Lehigh Valley (48001-00)	(888) 712-1722
Wilkes-Barre, CCCS of Northeastern PA (48006-01)	(800) 922-9537
Williamsport, CCCS of Northeastern PA (48006-05)	(800) 922-9537
York, CCCS of York (48005-08)	(717) 846-4176

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Richard A. Shark
1646 Lorenzo Drive
Vallejo CA 94589

2. Article Number (Copy from service label)

7099 3406 0013 3277 0166

PS Form 3811, July 1999

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

D SHANK

B. Date of Delivery

10-30-01

C. Signature

X [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

U.S. Postal Service

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Richard A. Shark

Postage

\$ 57

Certified Fee

210

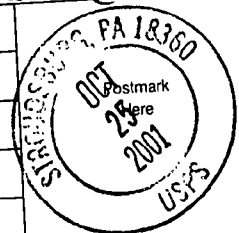
Return Receipt Fee (Endorsement Required)

150

Restricted Delivery Fee (Endorsement Required)

Total Postage & Fees

\$4.17



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

Richard A. Shark
1646 Lorenzo Drive
Vallejo CA 94589

PS Form 3800, July 99

See Reverse for Instructions

7099 3406 0013 3277 0166

Estate of Richard A. Shank
also known as _____
_____, Deceased.
Social Security No. 190-20-8543

No. 20d-393
To: _____

Register of Wills for the County
of Clearfield in the
Commonwealth of Pennsylvania

The petition of the undersigned respectfully represents that:

Your petitioner(s), who is/are 18 years of age or older, applies _____ for
letters of administration _____ on the estate
of the above decedent.

Decedent was domiciled at death in Beccaria Twp./ Clearfield County, Pennsylvania,
with his last family of principal residence at RR#1, Box 28, Union Street, Coalport, PA
16627

Decedent, then 62 years of age, died June 24, XX 2001
at Altoona Hospital, Altoona, PA

Decedent at death owned property with estimated values as follows:

(If domiciled in Pa.)	All personal property	\$ <u>5,500.00</u>
(If not domiciled in Pa.)	Personal property in Pa.	\$ _____
(If not domiciled in Pa.)	Personal property in County	\$ _____
	Value of real estate in Pennsylvania	\$ <u>20,000.00</u>

Situated as follows: Village of Rosebud, Beccaria Township, Clearfield County, PA
having an address of RR#1, Box 28, Union Street, Coalport, PA 16627

Petitioner _____ after a proper search has _____ ascertained that decedent left
no will and was survived by the following spouse (if any) and heirs:

Name	Relationship	Residence
<u>Debra A. Shank</u>	<u>Daughter</u>	<u>RR#1, Box 28, Union Street, Coalport, PA 16627</u>
<u>Robert S. Shank</u>	<u>Son</u>	<u>P.O. Box 3030 High Desert State Prison,</u> <u>Susanville, CA 96127</u>

Decedent was divorced and had not remarried

THEFORE, petitioner(s) respectfully request(s) the grant of letters of
administration in the appropriate form to the undersigned.
Debra A. Shank

OATH OF PERSONAL REPRESENTATIVE

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF Clearfield)

Debra A. Shank
RR#1, Box 28
Union Street
Coalport, PA 16627

The petitioner(s) above-named swear(s) or affirm(s) that the statements in
the foregoing petition are true and correct to the best of the knowledge and
belief of petitioner(s) and that as personal representative(s) of the above
decedent petitioner(s) will well and truly administer the estate according to
law.

Sworn to or affirmed and subscribed before
me this 3rd day of July, XX 2001
Debra A. Shank

For the Register

First Monday in January, 2004
My Commission Expires

6-76-5
BUREAU OF INDIVIDUAL TAXES
INHERITANCE TAX DIVISION
DEPT. 280681
HARRISBURG, PA 17128-0601

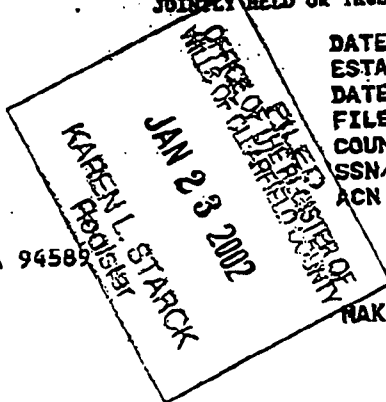
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE



NOTICE OF INHERITANCE TAX
APPRAISEMENT, ALLOWANCE OR DISALLOWANCE
OF DEDUCTIONS, AND ASSESSMENT OF TAX ON
JOINTLY HELD OR TRUST ASSETS

DEBORAH SHANK
1646 LORENZO DR
VALLIJO

CA 94589



DATE 01-21-2002
ESTATE OF SHANK
DATE OF DEATH 06-24-2001
FILE NUMBER 17 01-0283
COUNTY CLEARFIELD
SSN/DC 190-30-8543
ACN 01144719

RICHARD A

Amount Remitted

MAKE CHECK PAYABLE AND REMIT PAYMENT TO:
REGISTER OF WILLS
CLEARFIELD CO COURT HOUSE
CLEARFIELD, PA 16830

CUT ALONG THIS LINE RETAIN LOWER PORTION FOR YOUR RECORDS
REV-1548 EX APP (12-00)

NOTICE OF INHERITANCE TAX APPRAISEMENT, ALLOWANCE OR DISALLOWANCE OF
DEDUCTIONS, AND ASSESSMENT OF TAX ON JOINTLY HELD OR TRUST ASSETS

DATE 01-21-2002

ESTATE OF SHANK RICHARD A DATE OF DEATH 06-24-2001 COUNTY CLEARFIELD

FILE NO. 17 01-0283 S.S/D.C. NO. 190-30-8543 ACN 01144719
TAX RETURN WAS: (X) ACCEPTED AS FILED () CHANGED

JOINT OR TRUST ASSET INFORMATION

FINANCIAL INSTITUTION: AMERISERVE FINANCIAL SER ACCOUNT NO. 86-50543-5

TYPE OF ACCOUNT: (X) SAVINGS () CHECKING () TRUST () TIME CERTIFICATE
DATE ESTABLISHED 10-15-1993

Account Balance	1,890.41
Percent Taxable	X 0.500
Amount Subject to Tax	945.21
Debts and Deductions	.00
Taxable Amount	945.21
Tax Rate	X .45
Tax Due	42.53

NOTE: TO INSURE PROPER CREDIT TO
YOUR ACCOUNT, SUBMIT THE
UPPER PORTION OF THIS NOTICE
WITH YOUR TAX PAYMENT TO THE
REGISTER OF WILLS AT THE
ABOVE ADDRESS. MAKE CHECK
OR MONEY ORDER PAYABLE TO:
"REGISTER OF WILLS, AGENT."

TAX CREDITS:

PAYMENT DATE	RECEIPT NUMBER	DISCOUNT (+) INTEREST/PEN PAID (-)	AMOUNT PAID
11-14-2001	AA513103	.00	42.53
TOTAL TAX CREDIT			42.53
BALANCE OF TAX DUE			.00
INTEREST AND PEN.			.00
TOTAL DUE			.00

* IF PAID AFTER THIS DATE, SEE REVERSE FOR CALCULATION OF ADDITIONAL INTEREST. *
(IF TOTAL DUE IS LESS THAN \$1, NO PAYMENT IS REQUIRED.
IF TOTAL DUE IS REFLECTED AS A "CREDIT" (CR), YOU MAY BE DUE A REFUND.
SEE REVERSE SIDE OF THIS FORM FOR INSTRUCTIONS.)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT 280681
HARRISBURG, PA 17128-0601

PENNSYLVANIA
INHERITANCE AND ESTATE TAX
OFFICIAL RECEIPT

NO AA 513103

ADA 1162 EX (11-86)

RECEIVED FROM

Deborah Shank
1646 Lorenzo Drive
Vallejo, CA 94589

ACN
ASSESSMENT
CONTROL
NUMBER

AMOUNT

ACN 01144720 14.69

ACN 01144719 42.53

FOURTEEN

FOLD HERE

ESTATE INFORMATION: SS# 190-30-8543

FILE NUMBER

17-01-0283

NAME OF DECEDENT (LAST) (FIRST) (MI)

Shank

Richard

A

DATE OF PAYMENT

11-25-01

POSTMARK DATE

11-14-01

COUNTY

Greenfield

DATE OF DEATH

6-24-01

REMARKS

Paid

cks 165 & 165

TOTAL AMOUNT PAID 57.22

RECEIVED BY

Harold P. Stark

SEAL

REGISTER OF WILLS

1 No. AA-198656 COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF REVENUE
 OFFICIAL RECEIPT • PENNSYLVANIA INHERITANCE AND ESTATE TAX

RECEIVED FROM:

Mr. Lynn Hollen, Esq.
 1633 E. Pleasant Valley Blvd
 Altoona, PA 16602

7	ACN ASSESSMENT CONTROL NUMBER	8	AMOUNT
	101		52.55

ESTATE INFORMATION: SS# 206-03-3665

2 FILE NUMBER 17-976123

3 NAME OF DECEDENT (LAST) (FIRST) (MI)
 Spink Elva Mae

4 DATE OF PAYMENT 3-18-97

5 POSTMARK DATE 3-17-97

COUNTY Clearfield

DATE OF DEATH 1-17-97

REMARKS

Paid ck # 0541

SEA:

6 TOTAL AMOUNT PAID 52.65

RECEIVED BY *[Signature]*

REGISTER OF WILLS

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
HARRISBURG, PA 17106-0001

INHERITANCE TAX RETURN RESIDENT DECEDENT (TO BE FILED IN DUPLICATE WITH REGISTER OF WILLS)

FOR DATES OF DEATH AFTER 12/31/91 CHECK HERE
IF A SPOUSAL
POVERTY CREDIT IS CLAIMED ☐
FILE NUMBER

COUNTY CODE YEAR NUMBER

17-97-123

DECEDENT

SIUNK, ELVA MAE
SOCIAL SECURITY NUMBER 206-03-5665
DATE OF BIRTH 1-17-97
DATE OF DEATH 10-27-1910

DECEDENT'S COMPLETE ADDRESS
RD #1 Box 28
Coalport, Pennsylvania 16627
Clearfield

CHECK
APPROPRIATE
BLOCKS

- ☒ 1. Original Return ☐ 2. Supplemental Return ☐ 3. Remainder Return
(for dates of death prior to 12-17-87)
☐ 4. Limited Estate ☐ 4a. Future Interest Compromise
(for dates of death after 12-17-87)
☐ 5. Federal Estate Tax Return Required
☐ 6. Decedent Died Testate
(Attach copy of Will) ☐ 7. Decedent Maintained a Living Trust
(Attach copy of Trust) ☐ 8. Total Number of Safe Deposit Boxes

CORRESPONDENT

Wm. Lynn Hollier, Esquire
1814... 942-1131

COMPLETE ADDRESS
1633 E. Pleasant Valley Blvd.
Altoona, Pennsylvania 16602

RECAPITULATION

1 Real Estate (Schedule A)	(1) 0-
2 Stocks and Bonds (Schedule B)	(2) 0-
3 Closely Held Stock Partnership Interest (Schedule C)	(3) 0-
4 Mortgages and Other Receivables (Schedule D)	(4) 0-
5 Cash, Bank Deposits & Miscellaneous Personal Property (Schedule E)	(5) 0-
6 Jointly Owned Property (Schedule F)	(6) 10,126.60
7 Transfers (Schedule G) (Schedule H)	(7) 0-
8 Total Gross Assets (Total Lines 1-7)	(8) 10,126.60
9 Funeral Expenses, Administrative Costs, Miscellaneous Expenses (Schedule I)	(9) 1,830.80
10 Debts, Mortgage Liabilities (Schedule J)	(10) 7,442.22
11 Total Deductions (Total Lines 9 & 10)	(11) 9,272.92
12 Net Value of Estate (Line 8 minus Line 11)	(12) 923.68
13 Charitable and Governmental Bequests (Schedule K)	(13) 0-
14 Net Value Subject to Tax (Line 12 minus Line 13)	(14) 923.68

TAX COMPUTATION

15 Spousal Transfers (for dates of death after 6-30-92) See Instructions for Applicable Percentage on Revenue Sido. (Include values from Schedule K or Schedule M)	(15) 0-
16 Amount of Line 14 lessible at 6% rate (Include values from Schedule K or Schedule M)	(16) 923.68
17 Amount of Line 14 lessible at 15% rate (Include values from Schedule K or Schedule M)	(17) 0-
18 Principal tax due (Add tax from Lines 15, 16 and 17)	(18) 0-
19 Credits: Spousal Poverty Credit Prior Payments	(19) 2.77
20 If Line 19 is greater than Line 18, enter the difference on Line 20. This is the OVERPAYMENT. <input checked="" type="checkbox"/> Check here if you are requesting a refund of your overpayment.	(20) 0-
21 If Line 18 is greater than Line 19, enter the difference on Line 21. This is the TAX DUE. A Enter the interest on the balance due on Line 21A B Enter the total of Line 21 and 21A on Line 21B. This is the BALANCE DUE.	(21) 52.65 (21A) 0- (21B) 52.65

Make Check Payable to: Register of Wills, Agent

BE SURE TO ANSWER ALL QUESTIONS ON REVERSE SIDE AND TO CHECK MATHEMATICS

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct and complete. I declare that all real estate has been reported on this return. Declaration of preparer (other than the person whose name is on the return) is based on all information of which preparer has any knowledge.

SIGNATURE OF TAXPAYER OR REPRESENTATIVE
Wm. Lynn Hollier

RD #1 Box 28, Coalport, PA 16627

1633 E. Pleasant Valley Blvd.
Altoona, Pennsylvania 16602

DATE 3-14-97

DATE 2-14-97

Estate of Richard A. Shank
also known as _____
_____, Deceased.
Social Security No. 190-20-8543

No. 200-393
To:

Register of Wills for the County
of Clearfield in the
Commonwealth of Pennsylvania

The petition of the undersigned respectfully represents that:

Your petitioner(s), who is/are 18 years of age or older, applies _____ for
letters of administration _____ on the estate
of the above decedent.

Decedent was domiciled at death in Clearfield Beccaria Twp./ County, Pennsylvania,
with his last family of principal residence at RR#1, Box 28, Union Street, Coalport, PA
16627

Decedent, then 62 years of age, died June 24, XX 2001,
at Altoona Hospital, Altoona, PA

Decedent at death owned property with estimated values as follows:

(If domiciled in Pa.)	All personal property	\$ <u>5,500.00</u>
(If not domiciled in Pa.)	Personal property in Pa.	\$ _____
(If not domiciled in Pa.)	Personal property in County	\$ _____
Value of real estate in Pennsylvania		\$ <u>20,000.00</u>

Situated as follows: Village of Rosebud, Beccaria Township, Clearfield County, PA
having an address of RR#1, Box 28, Union Street, Coalport, PA 16627

Petitioner _____ after a proper search has _____ ascertained that decedent left
no will and was survived by the following spouse (if any) and heirs:

Name	Relationship	Residence
Debra A. Shank	Daughter	RR#1, Box 28, Union Street, Coalport, PA 16627
Robert S. Shank	Son	P.O. Box 3030 High Desert State Prison, Susanville, CA 96127

Decedent was divorced and had not remarried

THEFORE, petitioner(s) respectfully request(s) the grant of letters of
administration in the appropriate form to the undersigned.

Debra A. Shank

OATH OF PERSONAL REPRESENTATIVE

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Clearfield) SS

Debra A. Shank
RR#1, Box 28
Union Street
Coalport, PA 16627

The petitioner(s) above-named swear(s) or affirm(s) that the statements in
the foregoing petition are true and correct to the best of the knowledge and
belief of petitioner(s), and that as personal representative(s) of the above
decedent-petitioner(s) will well and truly administer the estate according to

sworn to or affirmed and subscribed before
me this 3rd day of July, XX 2001

For the Register

First Monday in January, 2004
My Commission Expires

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12532

MID AM FINANCIAL SERVICES n/b/a KEY BANK USA

02-755-CD

VS.

SHANK, RICHARD A. ESTATE OF by & through its admxt. DEBRA A. SHAN

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MAY 17, 2002 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DEBRA A. SHANK, ADMINISTRATRIX OF ESTATE OF RICHARD A. SHANK, DEFENDANT BY CERT. MAIL # 7001 1940 001 9406 1287 AT 1646 LORENZO DRIVE, VALLEJO, CA. 94589 BEING HER LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN ENDORSED BY DEFENDANT. LETTER WAS SENT MARKED "ADDRESSEE ONLY".

Return Costs

Cost	Description
37.32	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATY.

FILED

MAY 29 2002

01:47pm
William A. Shaw
Prothonotary

Sworn to Before Me This

29th Day Of May 2002



WILLIAM A. SHAW

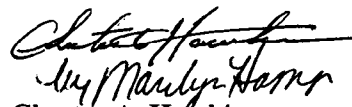
Prothonotary

My Commission Expires

1st Monday in Jan. 2006

Clearfield Co., Clearfield, PA

So Answers,



Chester A. Hawkins

Sheriff

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
46TH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA

COPY

MID AM FINANCIAL SERVICES, n/b/a,
KEY BANK USA, N.A.,

Plaintiff

v.

ESTATE OF RICHARD A. SHANK, by and
through its Administratrix, DEBRA A.
SHANK,

Defendants

NO. CIVIL 2002

02-755-00

IN MORTGAGE FORECLOSURE

NOTICE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint is 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 further notice for any money claimed in the Complaint or for any other claims or relief requested by the Plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830
(814)-765-7891

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

MAY 15 2002

Attest:

Prothonotary/
Clerk of Courts

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
46TH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA**

**MID AM FINANCIAL SERVICES, n/b/a,
KEY BANK USA, N.A.,**

Plaintiff

v.

**ESTATE OF RICHARD A. SHANK, by and
through its Administratrix, DEBRA A.
SHANK,**

Defendants

NO. CIVIL 2002

IN MORTGAGE FORECLOSURE

COPY

COMPLAINT

1. Plaintiff is Mid AM Financial Services, now by assignment, Key Bank USA, N.A.
2. The Defendants are the Estate of Richard A. Shank, by and through its Administratrix, Debra A. Shank with a last known address of:

1646 Lorenzo Drive
Vallejo, CA 94589

3. The subject property was solely owned by Richard A. Shank.
4. Richard A. Shank passed away on June 24, 2001.
5. The Defendants, the Estate of Richard A. Shank, by and through its Administratrix, Debra A. Shank is the legal successor to Mortgagor (Richard A. Shank deceased 6/24/01, Estate raised to #01-0283, Clearfield County, Pennsylvania) and real owner of the Premises, hereinafter described. See Exhibit "A" attached hereto and incorporated herein.

6. On November 30, 1999 Defendant made, executed and delivered a mortgage upon the Premises hereinafter described and commonly known as Lot 17, Village of Rosebud, Clearfield County, Pennsylvania which Mortgage is recorded in the Recorder's Office for Clearfield County in Instrument Number 199919842 . See Exhibit "B" attached hereto and incorporated herein.

7. The Mortgage was assigned to Key Bank USA, N.A. herein by virtue of an Assignment dated May 3, 2000 and recorded in the Office of the Recorder of Deeds in and of Clearfield County, Commonwealth of Pennsylvania in Instrument Number 200006609, a copy of which is attached hereto and incorporated herein as Exhibit "C".

7. The mortgaged Premises are attached as part of Exhibit "A".

8. The mortgage is in default in that monthly payments of \$ 399.66 are due for the month of July, 2001 and for each month thereafter are due and unpaid. Such failure to make monthly payments constitutes a default under the terms of the mortgage, entitling Plaintiff to demand payment of the entire principal balance, together with interest, costs and fees.

9. The following amounts are due on the mortgage:

Principal balance:	\$31,196.76
Interest from 7/1/01 through 4/15/02	\$ 3,263.34
Attorneys fees 10%	\$ 3,446.01
Late Charges	\$ 39.96
Costs of Suit	\$ 250.00
Title Search	\$ 150.00
Escrow Deficit	\$ 364.70
Returned Check Fee	\$ -0-
Per Diem interest of \$10.26 from 4/15/02	\$ accruing
Delinquent Real Estate Taxes	\$ 5,000.00
Total	\$43,710.77 , plus accruals

10. The attorneys fees set forth above are pursuant to the mortgage documents and will be collected at Sheriff's sale. If the mortgage is reinstated prior to Sheriff's sale, actual and reasonable attorneys fees will be charged which in no event will exceed the sum stated above.

11. The Notices, if required by Act 6 and Act 91, have been sent separately or in combined form pursuant to 35. P.S. 1680.403c and are attached hereto and incorporated herein as Exhibit "D".

12. The temporary stay provided by the Homeowner's Mortgage Assistance Act has terminated because:

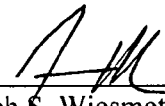
- a. Defendants have failed to meet with Plaintiff or an authorized Credit Counselor,
or;
- b. Defendants' application for assistance have been denied by the Pennsylvania Housing Finance Agency.

WHEREFORE, Plaintiff demands judgment in rem against Defendants and the Premises in the sum of \$43,710.77, plus interest at the rate of \$10.26 per day from April 15, 2002, together with other costs and sums recoverable under the mortgage and for the foreclosure and judicial sale of the Premises.

Respectfully submitted,

WIESMETH & HARDY
ATTORNEYS AT LAW, P.C.

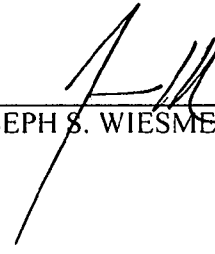
By:



Joseph S. Wiesmeth, Esquire
Attorney for Plaintiff
Attorney ID # 49796
919 Main Street
Stroudsburg, PA 18360
570-424-2848

VERIFICATION

I, JOSEPH S. WIESMETH, ESQUIRE, Attorney for Plaintiff, Key Bank USA, N.A., do hereby swear and affirm that the facts set forth in the within Complaint are true and correct to the best of my knowledge, information and belief, based upon the information given to me by the aforesaid party client.. I make this Verification under and subject to the penalties of 18 Pa.C.S.A., Section 4904, relating to unsworn falsifications to authorities.



JOSEPH S. WIESMETH, ESQUIRE

25 Property

RECORDING FEES - \$19.00
RECORDED
COUNTY IMPROVEMENT \$1.00
FUND
REORDER
IMPROVEMENT FUND \$1.00
STATE WRIT TAX \$0.50
TOTAL \$21.50

Dec 03, 1999
11:21:51 AM
RECORDED ON
INSTRUMENT NUMBER
199919842

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania
200052760

K12/99

Parcel Number:

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 30, 1999
RICHARD A. SHANK
A SINGLE MAN

The mortgagor is

("Borrower"). This Security Instrument is given to MID AM FINANCIAL SERVICES INC
11595 N MERIDIAN ST, SUITE 750
CARMEL, IN 46032
(317) 815-2000

which is organized and existing under the laws of THE STATE OF OHIO
address is 11595 N MERIDIAN ST, SUITE 750
CARMEL, IN 46032

, and whose

("Lender"). Borrower owes Lender the principal sum of

Thirty Three Thousand Three Hundred and no/100 _____ Dollars (U.S. \$ 33,300.00).
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 JANUARY 01, 2015
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following
described property located in CLEARFIELD County, Pennsylvania:

SEE ATTACHED LEGAL DESCRIPTION

which has the address of RR1 BOX 28 UNION ST RD COALPORT
Pennsylvania 16627 [Zip Code] ("Property Address");

[Street, City].



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

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

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

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

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

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

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

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

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COMMITMENT
EXHIBIT "A"

FILE NUMBER: 9911-30376

COMMITMENT NUMBER: 9911-30376

All that certain lot or piece of ground, including all buildings and improvements thereon, situate in the Village of Rosebud, in Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at a post on Union Street; thence Westward by Lot No. 16, 150 feet to a post; thence Northward by an alley 50 feet to a post; thence Eastward by Lot No. 18, 150 feet to a post on Union Street; thence Southward by said Union Street 50 feet to a post and place of beginning, and being Lot No. 17 as marked and numbered in the general plan of Rosebud, as made by J. W. Spangle.

I.D.#: 101-H17-413-49 *Beccaria Trg.*

Deed Source: Book 552, Page 163

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

Initials: 

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.

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

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

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

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

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

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

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

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

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.

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

[Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> VA 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:

(Seal)
-Borrower

(Seal)
-Borrower

Richard A. Shank
(Seal)
RICHARD A. SHANK
-Borrower

(Seal)
-Borrower

Certificate of Residence

I, Girard Kasubick, do hereby certify that the correct address of the within-named Mortgagee is ~~xxxxxx, Box 28, Coakport, PA 16627~~
11595 N. Meridian Street, Carmel, IN 46032
Witness my hand this 30th day of November, 1999.

Girard Kasubick
Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

CLEARFIELD

County ss:

On this, the 30th day of November, 1999, before me, the undersigned officer, personally appeared RICHARD A. SHANK, a single man

known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes herein contained.

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

My Commission Expires:

Notarial Seal
Girard Kasubick, Notary Public
Houtzdale Boro, Clearfield County
My Commission Expires June 8, 2003

Girard Kasubick
Title of Officer

From: MID AM FINANCIAL SERVICES INC.
To: KEY BANK USA, N.A.

7030673KF

RETURN TO: S. A. Wileman
Orion Financial Group, Inc.
2860 Exchange Blvd., Suite 100
Southlake, TX 76092

Send Any Notices To Assignee.

Assignment of Mortgage

For Good and Valuable Consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned,

MID AM FINANCIAL SERVICES INC.

11595 N. Meridian St., Suite 750, Carmel, IN 46032

(Assignor)

by these presents does convey, grant, bargain, sell, assign, transfer and set over, without recourse, the described mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon to:

KEY BANK USA, N.A.

(Assignee)

8000 Mid Lantic Dr., Suite 202 No., Mt. Laurel, NJ 08054

Said mortgage is recorded in the State of PA, County of Clearfield
on 12/3/99, as Instrument 199919842

Original Mortgagor --: RICHARD A. SHANK A SINGLE MAN

Original Mortgagee--: MID AM FINANCIAL SERVICES INC.

Dated: 11/30/99 AMOUNT: \$ 33,300.00

SEE ATTACHED EXHIBIT A



00010139 KEY RSA

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed by its proper officer who was duly authorized by a resolution of its board of directors.

Dated: May 3, 2000

MID AM FINANCIAL SERVICES INC.

Orion Financial Group, Inc. Its Attorney in fact

By:

S. A. Wileman, Vice President

RECEIVED

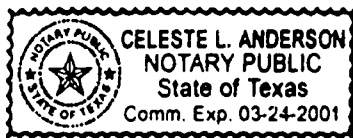
MAY 24 2000

Orion Financial Group, Inc.
Mortgage Services Div.

State of Texas

County of Tarrant

On May 3, 2000, before me, the undersigned, a Notary Public for said County and State, personally appeared S. A. Wileman, personally known to me to be the person that is authorized to execute the foregoing instrument, and acknowledged that he/she is the Vice President of/ Orion Financial Group, Inc. Its Attorney in fact for MID AM FINANCIAL SERVICES INC. and that he/she executed the foregoing instrument pursuant to a resolution of its board of directors and that such execution was done as the free act and deed of Orion Financial Group, Inc. Its Attorney in fact for MID AM FINANCIAL SERVICES INC.



Notary public, Celeste L. Anderson
My commission expires: March 24, 2001

Prepared by: T. J. Katz
Orion Financial Group, Inc.
2860 Exchange Blvd., Suite 100
Southlake, TX 76092

PA Clearfield

MAF/KEY/MAF

The Assignee hereby certifies that the precise residence is
8000 Mid Lantic Dr., Suite 202 No., Mt. Laurel, NJ 08054.

Exhibit A

ALL THAT CERTAIN LOT OR PIECE OF GROUND, INCLUDING ALL BUILDINGS AND IMPROVEMENTS THEREON, SITUATE IN THE VILLAGE OF ROSEBUD, IN CLEARFIELD COUNTY, PENNSYLVANIA BOUNDED AND DESCRIBED AS FOLLOWS: *Beccaria Township*

BEGINNING AT A POST ON UNION STREET; THENCE WESTWARD BY LOT NO. 16, 150 FEET TO A POST; THENCE NORTHWARD BY AN ALLEY 50 FEET TO A POST, THENCE EASTWARD BY LOT NO. 18, 150 FEET TO A POST ON UNION STREET; THENCE SOUTHWARD BY SAID UNION STREET 50 FEET TO A POST AND PLACE OF BEGINNING, AND BEING LOT NO. 17 AS MARKED AND NUMBERED IN THE GENERAL PLAN OF ROSEBUD, AS MADE BY J. W. SPANGLE.

I. D. # 101-H17-413-49


KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200006669

RECORDED ON

May 15, 2000
2:37:58 PM

RECORDING FEES -	\$13.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER IMPROVEMENT FUND	\$1.00
STATE WRIT TAX	\$0.50
TOTAL	\$15.50



RECEIVED

MAY 24 2000

Union Financial Group, Inc.
Mortgage Services Div.

00010139

Clearfield County, PA

MAF/KEY/MAF

October 25, 2001

SENT CERTIFIED MAIL/ RETURN RECEIPT REQUESTED: 7099 3400 0013 3277 0166

**ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE**

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to 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 have any questions, you may call the Pennsylvania Housing Finance Agency toll free 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 notificación en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esa notificación obtenga una traducción inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionado arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME(S): RICHARD A. SHANK
PROPERTY ADDRESS: RR 1, Box 28, Union Street, Coalport, Beccaria Twp.,
Clearfield County, Pennsylvania 16627
LOAN ACCT. NO.: 7030673
ORIGINAL LENDER: KEY BANK USA, NATIONAL ASSOCIATION
CURRENT LENDER/SERVICER: KEY HOME EQUITY SERVICES
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.

Temporary Stay of Foreclosure - 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 THIRTY (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.

Consumer Credit Counseling Agencies - If you meet with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers 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 your lender immediately of your intentions.

Application for Mortgage Assistance - 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 the lender, you have the right to apply for financial assistance from

the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency 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.

Agency Action - 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 A DEBT.

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

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at : RRI, Box 28, Union Street, Coalport, Beccaria Twp., Pennsylvania 16627, Clearfield County IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due : July 1, 2001 through October 1, 2001.

Other charges (explain/itemize)	
(4 months x \$399.66= \$1,598.64)	\$ 1,598.64
Late Charges	\$ 99.90
Escrow Advances	\$ -0-
Returned Check Fee	\$ -0-
Title Search	\$ -0-
Per Diem Interest of \$10.26	\$ 256.50
from 10/1/01 to 10/25/01	
Attorneys Fees	\$ 50.00

TOTAL AMOUNT PAST DUE: \$ 2,005.04

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) days of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2,005.04, 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:

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.)

N/A

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt 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, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON - The mortgaged property will be sold by the Sheriff to pay off the mortgaged debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender 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 the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAYS period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - 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 the lender 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.

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately five (5) 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 the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of the Lender: Keys Home Equity Services
Address: 20 Waterview Blvd.
Parsippany, NJ 07054
Phone Number: 1-877-539-6768
Fax Number: 1-973-402-0190
Contact Person: Jean Chase X 6338

EFFECT OF SHERIFF'S SALE - 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 the lender at any time.

ASSUMPTION OF MORTGAGE - You _____ may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all 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 THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

SEE ATTACHED EXHIBIT

SHERIFF'S OFFICE FOR THE COUNTY OF MIDDLESEX

SENT CERTIFIED MAIL/RETURN RECEIPT REQUESTED: 7099 3400 0013 3277 0166

47009-00

CCCS OF MID-WILLAMETTE VALLEY

1135 Edgewater Street, NW
Salem, OR 97304

P.O. Box 5727, Salem, OR 97304

Phone: (503) 581-7301

Fax: (503) 581-4721

Kim Beasley, *Executive Director* (503) 581-7301
Jan Busselle, *Office Manager* (503) 581-7302

There are no fees for counseling. The fee range to start a DMP is \$0 to \$15; DMP fees range from \$0 to \$25.

47010-00

CCCS OF UMATILLA COUNTY

17 SW Frazer, Suite 324
Pendleton, OR 97801

P.O. Box 582, Pendleton, OR 97801-0582

Phone: (541) 276-3856

LaFrance Grubbs, *Executive Director*

There is no fee for counseling. Fees to start and maintain a DMP range from \$0 to \$10.

47011-00

CCCS OF GRANTS PASS

1914 NE Foster Way
Grants Pass, OR 97526

Phone: (541) 479-6002

Fax: (541) 476-1162

There is no fee for counseling. Fees to start a DMP and maintain a monthly DMP range from \$0 to \$25.

Judy Gent, *Executive Director*

48001-00

CCCS OF LEHIGH VALLEY

3671 Crescent Court East
Whitehall, PA 18052-0299

P.O. Box A, Whitehall, PA 18052-0293

Phone: (610) 821-4010

Fax: (610) 821-8932

Albert J. Kotch, *President/CEO* Ext. 124
Alfred P. Walton, *VP* Ext. 125
Marlene Branny, *Operations Manager* Ext. 126
Harcourt Trimble, III, *Client Relations Manager* Ext. 134
Kathryn Krege, *Education Director* Ext. 121

Housing programs include pre-housing counseling and reverse mortgage counseling. Fees for counseling range from \$0 to \$50; the average is \$14. Monthly DMP is \$5.

Pennsylvania

Pen Argyl--(S)	Pottsville--(S)
Quakertown--(S)	Reading--(B)
Tamaqua--(S)	Easton--(S)
Jim Thorpe--(S)	Pottstown--(S)
New Hope--(S)	

48003-00

CCCS OF NORTHWESTERN PENNSYLVANIA

Division of Family Services
5100 Peach Street
Erie, PA 16509

Phone: (814) 864-0605

Fax: (814) 864-2677

Deborah M. Lincudoll, *Director*
Don Magee, *Accounts Manager*
Carol Ford, *Counselor*
Cyndie Zahner, *Counselor*
James R. Fuller, *Counselor*

There is no fee for counseling. The fee to start a DMP ranges from \$0 to \$15. Monthly DMP maintenance fees range from \$0 to \$5.

Pennsylvania

Meadville--(S)

48004-00**CCCS OF DELAWARE VALLEY**1515 Market Street, Suite 1925
Philadelphia, PA 19102

Phone: (215) 563-5665

Appointments: 1-800-989-2227

Fax: (215) 563-7020

Richard Ernst, *President* Ext. 312
 Gerald Wixted, *Director Education* Ext. 317
 Elizabeth Greenwood, *Director MIS* Ext. 315
 Mary Brennan, *Director Counseling* Ext. 315
 Nicole Evans, *Mgt/Support Staff* Ext. 325

This agency charges no fees for budget counseling, debt management, or housing counseling.

New Jersey

Cherry Hill--(B)

Pennsylvania

Norristown--(B)

Trevose--(B)

West Chester--(B)

48005-00**CCCS OF WESTERN PENNSYLVANIA**909 Smithfield Street, Suite 2000
Pittsburgh, PA 15222

Phone: (412) 471-7584

Fax: (412) 471-2633

Jack R. Onorati, *President*
 Frank W. Wilson, *VP*
 Kevin Campanaro, *Operations Director*
 Helen Kaiser, *Education Director*
 Mary Loftus, *Counseling Director*

The agency is HUD-certified and provides pre-purchase and reverse mortgage counseling. It is also an authorized mortgage default counseling agency for Pennsylvania residents under Act 91. There is no counseling fee.

Pennsylvania

Beaver--(S) Butler--(S)
 Carlisle--(S) Duncansville--(B)
 Greensburg--(B) Harrisburg--(B)
 Johnstown--(S) Meadville--(S)
 New Castle--(S) Uniontown--(S)
 Washington--(S) York--(B)

48006-00**CCCS OF NORTHEASTERN PENNSYLVANIA**

Consumer Credit Counseling Service of N.E. PA
 1400 Abington Executive Park, Suite 1
 Morgan Hwy. & Country Club Road
 Clarks Summit, PA 18411

Phone: (717) 342-1072

Appointments: 1-800-922-9537

Fax: (717) 342-5104

Michael A. Ellick, *Executive Director/CEO* Ext. 219
 Rosemary J. Lavelle, *Program Services Manager* Ext. 217
 Edward J. Germick, *Education Coordinator* Ext. 220
 Carol A. Roth, *Client Accounts Manager* Ext. 215
 Dean A. Rhone, *Accounting* Ext. 218

This agency is HUD-certified to provide first-time homebuyer and reverse mortgage counseling. PHFA authorizes mortgage default counseling at the agency to Pennsylvania residents under ACT 91. There is no counseling fee. The fee to start a DMP is \$20.

Pennsylvania

Bloomburg--(S)
 Honesdale--(S)
 State College--(S)
 Sunbury--(S)
 Williamsport--(S)

Hazleton--(S)
 Millford--(S)
 Stroudsburg--(S)
 Wilkes-Barre--(B)

48007-00**CCCS OF CENTRAL PENNSYLVANIA**439 East King Street
Lancaster, PA 17602

Phone: (717) 397-5183

Fax: (717) 399-4127

D. Michael Weaver, *President/Tabor*
 Michael W. Sprunger, *Director/CCCS*
 Beth A. Schalk, *Director/Housing Counseling*

This agency provides assistance with mortgages and HUD counseling. There is no fee for counseling. Monthly DMP ranges from \$2 to \$20; the average is \$5.

Pennsylvania

Lancaster--(S)

PENNSYLVANIA

Aliquippa, CCCS of Western Pennsylvania (48005-13)	(814) 944-8100
Beaver, CCCS of Western Pennsylvania (48005-01)	(412) 744-0798
Butler, CCCS of Western Pennsylvania (48005-03)	(412) 282-7812
Carlisle, CCCS of Western Pennsylvania (48005-04)	(717) 541-1757
Clarks Summit, CCCS of Northeastern PA (48006-00)	(800) 922-9537
Contésville, CCCS of Central Pennsylvania (48007-03)	(800) 788-5062
Eaton, CCCS of Lehigh Valley (48001-06)	(610) 821-4010
Erle, CCCS of Northwestern Pennsylvania (48003-00)	(888) 258-0097
Gettysburg, CCCS of Western Pennsylvania (48005-14)	(717) 846-4176
Greencastle, CCCS of Central Pennsylvania (48007-04)	(800) 788-5062
Greensburg, CCCS of Western Pennsylvania (48005-05)	(412) 858-1290
Hanover, CCCS of Western Pennsylvania (48005-15)	(717) 846-4176
Harrisburg, CCCS of Greater Harrisburg (48005-07)	(717) 541-1757
Hazleton, CCCS of Northeastern PA (48006-03)	(800) 922-9537
Jim Thorpe, CCCS of Lehigh Valley (48001-07)	(800) 220-2733
Johnstown, CCCS of Western Pennsylvania (48005-09)	(814) 539-6588
Lancaster, CCCS of Central Pennsylvania (48007-00)	(800) 788-5062
Lebanon, CCCS of Central Pennsylvania (48007-01)	(717) 997-5181
Meadville, CCCS of Northwestern Pennsylvania (48003-01)	(814) 337-4455
Meadville, CCCS of Western Pennsylvania (48005-10)	(814) 333-8370
Middletown, CCCS of Delaware Valley (48004-06)	(215) 563-5665
New Castle, CCCS of Western Pennsylvania (48005-06)	(412) 652-8074
New Hope, CCCS of Lehigh Valley (48001-09)	(800) 220-2733
Northtown, CCCS of Delaware Valley (48004-05)	(215) 563-5665
Pen Argyl, CCCS of Lehigh Valley (48001-01)	(610) 821-4010
Philadelphia, CCCS of Delaware Valley (48004-00)	(888) 712-1722
Pittsburgh, CCCS of Western Pennsylvania (48005-00)	(888) 288-3162
Pottstown, CCCS of Lehigh Valley (48001-08)	(800) 220-2733
Pottsville, CCCS of Lehigh Valley (48001-02)	(800) 220-2733
Quakertown, CCCS of Lehigh Valley (48001-03)	(800) 220-2733
Reading, CCCS of Lehigh Valley (48001-04)	(800) 220-2733
Stroudsburg, CCCS of Northeastern PA (48006-02)	(800) 922-9537

Toll-free referrals... 1-800-368-2222

Sunbury, CCCS of Northeastern PA (48006-04)	(800) 922-9537
Tamaqua, CCCS of Lehigh Valley (48001-05)	(800) 220-2733
Treviso, CCCS of Delaware Valley (48004-04)	(215) 563-5665
Uniontown, CCCS of Western Pennsylvania (48005-11)	(412) 439-8939
Washington, CCCS of Western Pennsylvania (48005-12)	(412) 222-8292
West Chester, CCCS of Delaware Valley (48004-05)	(215) 563-5665
Whitehall, CCCS of Lehigh Valley (48001-00)	(888) 712-1722
Whitehall, CCCS of Lehigh Valley (48001-00)	(888) 712-1722
Wilkes-Barre, CCCS of Northeastern PA (48006-01)	(800) 922-9537
Williamsport, CCCS of Northeastern PA (48006-05)	(800) 922-9537
York, CCCS of York (48005-08)	(717) 846-4176

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Richard A. Shark
1646 Lorenzo Drive
Vallejo CA 94589

2. Article Number (Copy from service label)

7099 3406 0013 3277 0166

PS Form 3811, July 1999

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

D. SHANK

10-30-01

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

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

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Richard A. Shark

Postage

\$ 57

Certified Fee

210

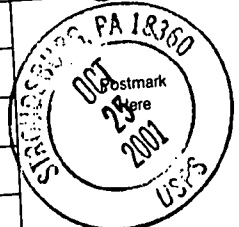
Return Receipt Fee
(Endorsement Required)

150

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$ 4.17



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

Richard A. Shark
1646 Lorenzo Drive
Vallejo CA 94589

PS Form 3800, July '99

See Reverse for Instructions

Estate of Richard A. Shank
 also known as _____
 _____, Deceased.
 Social Security No. 190-20-8543

No. 20d-393
 To:

Register of Wills for the County
 of Clearfield in the
 Commonwealth of Pennsylvania

The petition of the undersigned respectfully represents that:

Your petitioner(s), who is/are 18 years of age or older, applies _____ for
 letters of administration _____ on the estate
 of the above decedent.

Decedent was domiciled at death in Beccaria Twp./ Clearfield County, Pennsylvania,
 with his last family of principal residence at RR#1, Box 28, Union Street, Coalport, PA
16627

Decedent, then 62 years of age, died June 24, 2001,
 at Altoona Hospital, Altoona, PA

Decedent at death owned property with estimated values as follows:

(If domiciled in Pa.)	All personal property	\$ <u>5,500.00</u>
(If not domiciled in Pa.)	Personal property in Pa.	\$ _____
(If not domiciled in Pa.)	Personal property in County	\$ _____
Value of real estate in Pennsylvania		\$ <u>20,000.00</u>
Situating as follows: <u>Village of Rosebud, Beccaria Township, Clearfield County, PA</u> <u>having an address of RR#1, Box 28, Union Street, Coalport, PA 16627</u>		

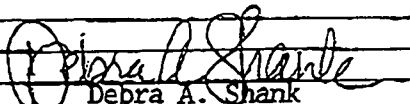
Petitioner _____ after a proper search has _____ ascertained that decedent left
 no will and was survived by the following spouse (if any) and heirs:

Name	Relationship	Residence
<u>Debra A. Shank</u>	<u>Daughter</u>	<u>RR#1, Box 28, Union Street, Coalport, PA 16627</u>
<u>Robert S. Shank</u>	<u>Son</u>	<u>P.O. Box 3030 High Desert State Prison,</u> <u>Susanville, CA 96127</u>

Decedent was divorced and had not remarried

THEREFORE, petitioner(s) respectfully request(s) the grant of letters of
 administration in the appropriate form to the undersigned.

Debra A. Shank


 Debra A. Shank

OATH OF PERSONAL REPRESENTATIVE

RR#1, Box 28
Union Street
Coalport, PA 16627

COMMONWEALTH OF PENNSYLVANIA)
) SS
 COUNTY OF Clearfield)

The petitioner(s) above-named swear(s) or affirm(s) that the statements in
 the foregoing petition are true and correct to the best of the knowledge and
 belief of petitioner(s), and that as personal representative(s) of the above
 decedent petitioner(s) will well and truly administer the estate according to

sworn to or affirmed and subscribed before
 me this 3rd day of July, 2001


 Debra A. Shank

For the Register

First Monday in January, 2004

6-76-5
BUREAU OF INDIVIDUAL TAXES
INHERITANCE TAX DIVISION
DEPT. 280601
HARRISBURG, PA 17128-0601

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE



2001-393
NOTICE OF INHERITANCE TAX
APPRAISEMENT, ALLOWANCE OR DISALLOWANCE
OF DEDUCTIONS, AND ASSESSMENT OF TAX ON
JOINTLY HELD OR TRUST ASSETS

DEBORAH SHANK
1646 LORENZO DR
VALLIJO

CA 94589

OFFICE OF THE REGISTER OF WILLS
JAN 23 2002
KAREN L. STARCK
Register

DATE 01-21-2002
ESTATE OF SHANK
DATE OF DEATH 06-24-2001
FILE NUMBER 17 01-0283
COUNTY CLEARFIELD
SSN/DC 190-30-8543
ACN 01144719

RICHARD A

Amount Remitted

MAKE CHECK PAYABLE AND REMIT PAYMENT TO:
REGISTER OF WILLS
CLEARFIELD CO COURT HOUSE
CLEARFIELD, PA 16830

CUT ALONG THIS LINE
REV-1548 EX APP (12-00)

RETAIN LOWER PORTION FOR YOUR RECORDS

NOTICE OF INHERITANCE TAX APPRAISEMENT, ALLOWANCE OR DISALLOWANCE OF
DEDUCTIONS, AND ASSESSMENT OF TAX ON JOINTLY HELD OR TRUST ASSETS

DATE 01-21-2002

ESTATE OF SHANK

RICHARD A DATE OF DEATH 06-24-2001

COUNTY CLEARFIELD

FILE NO. 17 01-0283

S.S./D.C. NO. 190-30-8543

ACN 01144719

TAX RETURN WAS: (X) ACCEPTED AS FILED () CHANGED

JOINT OR TRUST ASSET INFORMATION

FINANCIAL INSTITUTION: AMERISERVE FINANCIAL SER ACCOUNT NO. 86-50543-5

TYPE OF ACCOUNT: (X) SAVINGS () CHECKING () TRUST () TIME CERTIFICATE
DATE ESTABLISHED 10-15-1993

Account Balance	1,890.41
Percent Taxable	X 0.500
Amount Subject to Tax	945.21
Debts and Deductions	.00
Taxable Amount	945.21
Tax Rate	X .45
Tax Due	42.53

NOTE: TO INSURE PROPER CREDIT TO
YOUR ACCOUNT, SUBMIT THE
UPPER PORTION OF THIS NOTICE
WITH YOUR TAX PAYMENT TO THE
REGISTER OF WILLS AT THE
ABOVE ADDRESS. MAKE CHECK
OR MONEY ORDER PAYABLE TO:
"REGISTER OF WILLS, AGENT."

TAX CREDITS:

PAYMENT DATE	RECEIPT NUMBER	DISCOUNT (+) INTEREST/PEN PAID (-)	AMOUNT PAID
11-14-2001	AA513103	.00	42.53

TOTAL TAX CREDIT	42.53
BALANCE OF TAX DUE	.00
INTEREST AND PEN.	.00
TOTAL DUE	.00

* IF PAID AFTER THIS DATE, SEE REVERSE FOR CALCULATION OF ADDITIONAL INTEREST. *
(IF TOTAL DUE IS LESS THAN \$1, NO PAYMENT IS REQUIRED.
IF TOTAL DUE IS REFLECTED AS A "CREDIT" (CR), YOU MAY BE DUE A REFUND.
SEE REVERSE SIDE OF THIS FORM FOR INSTRUCTIONS.)

PENNSYLVANIA
INHERITANCE AND ESTATE TAX
OFFICIAL RECEIPT

NO. AA 513103

REV. 10/27/98 (11-98)

RECEIVED FROM:

Deborah Shank
1546 Lorenzo Drive
Vallejo, CA 94589

ACN
ASSESSMENT
CONTROL
NUMBER

AMOUNT

ACN 01144720 14.69

ACN 01144719 42.53

FOLD HERE

FOLD HERE

ESTATE INFORMATION: SS# 190-30-8543		
FILE NUMBER 17-01-0283		
NAME OF DECEDENT (LAST)	(FIRST)	(MI)
Shank	Richard	A
DATE OF PAYMENT 11-26-01		
POSTMARK DATE 11-14-01		
COUNTY Clearfield		
DATE OF DEATH 6-24-01		

REMARKS

Paid cks #66 & 165

TOTAL AMOUNT PAID 57.22

RECEIVED BY

Harold R. Stach

SEAL

REGISTER OF WILLS

1 No AA-198656

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF REVENUE

OFFICIAL: E-1000 • PENNSYLVANIA INHERITANCE AND ESTATE TAX



RECEIVED FROM:

Mr Lynn Hollen, Esq.
1633 E. Pleasant Valley Blvd
Altoona, PA 16602

7	ACN ASSESSMENT CONTROL NUMBER	8	AMOUNT
	01		52.55

ESTATE INFORMATION: SS# 206-03-3665

2 FILE NUMBER 17-976123

3 NAME OF DECEDENT (LAST) (FIRST) (MI)
Sank Elva Mae

4 DATE OF PAYMENT 3-18-97

5 POSTMARK DATE 3-17-97

COUNTY Clearfield

DATE OF DEATH 1-17-97

REMARKS Paid ck # 0541

SEA:

6 TOTAL AMOUNT PAID 52.65

RECEIVED BY [Signature]

REGISTER OF WILLS

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
HARRISBURG, PA 17126-0001

INHERITANCE TAX RETURN RESIDENT DECEDENT (TO BE FILED IN DUPLICATE WITH REGISTER OF WILLS)

FOR DATES OF DEATH AFTER 12/31/71 CHECK HERE
IF A SPOUSAL POVERTY CREDIT IS CLAIMED ☐

FILE NUMBER

17-97-123

COUNTY CODE

YEAR

NUMBER

DECEDENT

SHANK, ELVA MAE

SOCIAL SECURITY NUMBER

206-03-5665

DATE OF DEATH

1-17-97

DATE OF BIRTH

10-27-1910

DECEDENT'S COMPLETE ADDRESS

PO #1 Box 28

Coalport, Pennsylvania 16627

Clearfield

AMOUNT RECEIVED (SEE INSTRUCTIONS)

CHECK
APPROPRIATE
BLOCKS☒ 1. Original Return☐ 2. Supplemental Return☐ 3. Remainder Return
(for dates of death prior to 12-31-82)☐ 4. Limited Estate☐ 4a. Future Interest Compromise
(for dates of death after 12-31-82)☐ 5. Federal Estate Tax Return Required☐ 6. Decedent Used Testate
(Attach copy of Will)☐ 7. Decedent Maintained a Living Trust
(Attach copy of Trust)

8. Total Number of Sales Deposit Boxes

CORRESPONDENT

ALL CORRESPONDENCE AND CONFIDENTIAL TAX INFORMATION SHOULD BE DIRECTED TO:

Wm. Lynn Hollen, Esquire

COMPLETE MAILING ADDRESS

1633 E. Pleasant Valley Blvd.
Altoona, Pennsylvania 16602

(814) 942-1131

RECAPITULATION

1 Real Estate (Schedule A)

(1) 0-

2 Stocks and Bonds (Schedule B)

(2) 0-

3 Closely Held Stock Partnership Interest (Schedule C)

(3) 0-

4 Mortgages and Other Receivables (Schedule D)

(4) 0-

5 Cash, Bank Deposits & Miscellaneous Personal Property
(Schedule E)

(5) 0-

6 Jointly Owned Property (Schedule F)

(6) 10,196.60

7 Transfers (Schedule G) (Schedule I)

(7) 0-

8 Total Gross Assets (Lines 1-7)

(8) 10,196.60

9 Funeral Expenses, Administrative Costs, Miscellaneous
Expenses (Schedule H)

(9) 1,830.80

10 Debts, Mortgage Liabilities (Schedule J)

(10) 7,442.12

11 Total Deductions (Total Lines 9-10)

(11) 9,272.92

12 Net Value of Estate (Line 8 minus Line 11)

(12) 923.68

13 Charitable and Governmental Bequests (Schedule K)

(13) 0-

14 Net Value Subject to Tax (Line 12 minus Line 13)

(14) 923.68

TAX COMPUTATION

15 Several transfers (for dates of death after 6-30-81)
See Instructions for Applicable Percentages on Bequests
Under "Include values from Schedule K or Schedule M)

(15) 0-

16 Amount of Line 14 taxable at 6% rate
(Include values from Schedule K or Schedule M)

(16) 923.68

17 Amount of Line 14 taxable at 15% rate
(Include values from Schedule K or Schedule M)

(17) 0-

18 Principal tax due (Add tax from Lines 15, 16 and 17)

(18) 0-

19 Credits: Spousal Poverty Credit

Prior Payments

Overpayment

Interest

(19) 2.77

20 If Line 19 is greater than Line 18, enter the difference on Line 20. This is the OVERPAYMENT.

(20) 0-

☒ Check here if you are requesting a refund of your overpayment.

21 If Line 18 is greater than Line 19, enter the difference on Line 21. This is the TAX DUE.

(21) 52.65

A Enter the interest on the balance due on Line 21A

(21A) 0-

B Enter the total of Line 21 and 21A on Line 21B. This is the BALANCE DUE.

(21B) 52.65

Make Check Payable to: Register of Wills, Agent

BE SURE TO ANSWER ALL QUESTIONS ON REVERSE SIDE AND TO RECHECK MATH.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct and complete. I declare that no real estate has been reported or true market value. Declaration of preparer (other than the personal representative) is based on all information of which preparer has any knowledge.

Signature of Taxpayer: Wm. Lynn Hollen Date: 3-14-97
 Signature of Preparer: Wm. Lynn Hollen Date: 2-14-97
 Address: PO #1 Box 28, Coalport, PA 16627
 Address: 1633 E. Pleasant Valley Blvd., Altoona, Pennsylvania 16602

Estate of Richard A. Shank
also known as _____
_____, Deceased.
Social Security No. 190-20-8543

No. 20d-393
To: Register of Wills for the County
of Clearfield in the
Commonwealth of Pennsylvania

The petition of the undersigned respectfully represents that:

Your petitioner(s), who is/are 18 years of age or older, applies _____ for letters of administration _____ on the estate of the above decedent.

Decedent was domiciled at death in Beccaria Twp./ Clearfield County, Pennsylvania, with his last family of principal residence at RR#1, Box 28, Union Street, Coalport, PA 16627

Decedent, then 62 years of age, died June 24, XX 2001, at Altoona Hospital, Altoona, PA

Decedent at death owned property with estimated values as follows:

(If domiciled in Pa.)	All personal property	\$ <u>5,500.00</u>
(If not domiciled in Pa.)	Personal property in Pa.	\$ _____
(If not domiciled in Pa.)	Personal property in County	\$ _____
Value of real estate in Pennsylvania		\$ <u>20,000.00</u>
Situating as follows: <u>Village of Rosebud, Beccaria Township, Clearfield County, PA</u>		
having an address of <u>RR#1, Box 28, Union Street, Coalport, PA 16627</u>		

Petitioner _____ after a proper search has _____ ascertained that decedent left no will and was survived by the following spouse (if any) and heirs:

Name	Relationship	Residence
Debra A. Shank	Daughter	RR#1, Box 28, Union Street, Coalport, PA 16627
Robert S. Shank	Son	P.O. Box 3030 High Desert State Prison, Susanville, CA 96127

Decedent was divorced and had not remarried

THEREFORE, petitioner(s) respectfully request(s) the grant of letters of administration in the appropriate form to the undersigned.

Debra A. Shank

OATH OF PERSONAL REPRESENTATIVE

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF Clearfield)

The petitioner(s) above-named swear(s) or affirm(s) that the statements in the foregoing petition are true and correct to the best of the knowledge and belief of petitioner(s) and that as personal representative(s) of the above decedent-petitioner(s) will well and truly administer the estate according to law.

Sworn to or affirmed and subscribed before me this _____ day of _____, XX 2001

Debra A. Shank
For the Register

Debra A. Shank
RR#1, Box 28
Union Street
Coalport, PA 16627

First Monday in January, 2004


My Commission Expires

Please assess all damages in rem against Defendants and the Premises in the sum of Forty Three Thousand Seven Hundred Ten Dollars and Seventy Seven Cents (\$43,710.77), plus interest at the rate of \$10.26 per day from April 15, 2002, together with other costs and sums recoverable under the mortgage and for the foreclosure and judicial sale of the Premises.

Respectfully submitted,

WIESMETH & HARDY
ATTORNEYS AT LAW, P.C.

By: _____


Joseph S. Wiesmeth, Esquire
Attorney for Plaintiff
919 Main Street
Stroudsburg, PA 18360
I.D. # 49796

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
46TH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA**

**MID AM FINANCIAL SERVICES, n/b/a,
KEY BANK USA, N.A., n/b/a
INGOMAR, L.P.,
Plaintiff**

v.

**ESTATE OF RICHARD A. SHANK, by and
through its Administratrix, DEBRA A.
SHANK,**


Defendants

NO. 02-755-CD

IN MORTGAGE FORECLOSURE

AFFIDAVIT OF NON-MILITARY SERVICE

Before me, the undersigned authority, personally appeared Joseph S. Wiesmeth, Esquire, who being duly sworn according to law, deposes and says that he is the attorney of record for the within Plaintiff; that as such he is duly authorized to make this Affidavit on its behalf; and that to the best of his knowledge, information and belief, the within Defendant, Debra A. Shank, is not in the military service of the United States of America.

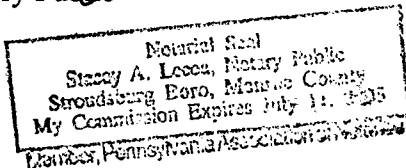


Joseph S. Wiesmeth, Esquire
Attorney for Plaintiff

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



Notary Public



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

COPY

Mid Am Financial Services
Key Bank USA, N.A.
Plaintiff(s)

No.: 2002-00755-CD

Real Debt: \$43,710.77

Atty's Comm:

Vs.

Costs: \$

Int. From:

Richard A. Shank, Estate
Debra A. Shank
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 17, 2002

Expires: July 17, 2007

Certified from the record this 15th of July, 2002



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

COPY

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

Mid Am Financial Services, n/b/a
Key Bank USA, N.A., n/b/a
Ingomar, L.P.
Plaintiff(s)

No.: 2002-00755-CD

Real Debt: \$43,710.77

Atty's Comm:

Vs.

Costs: \$

Int. From:

Estate of Richard A. Shank, by
and through its Administratrix,
Debra A. Shank
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 17, 2002

Expires: July 17, 2007

Certified from the record this 29th day of August, 2002.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

Amended Statment sent to Wiesmeth & Hardy 8/29/02 to reflect change in caption.

**WIESMETH & HARDY
ATTORNEYS AT LAW**

A PROFESSIONAL CORPORATION

919 Main Street Stroudsburg, Pennsylvania 18360

JOSEPH S. WIESMETH, Esquire
KEVIN A. HARDY, Esquire
JOSEPH V. SEBELIN, JR., Esquire
ANDREW H. RALSON, JR., Esquire

Telephone (570) 424-2848
Tele-Fax (570) 420-1181

TO: Betty
Clearfield County Prothonotary's Office

FROM: Chris Munch
Legal Secretary for Joseph S. Wiesmeth, Esquire

DATE: October 23, 2002

FAX NO: (814) 765-7659

RE: Mid Am Financial Services v. Shank
No.: 2002-00755-CD

2 pages including this page

MESSAGE:

Dear Betty,

As per our earlier conversation, attached is the Amended Statement of Judgment which was issued by your office relative to the above-referenced.

Our searcher indicated that this document was not in the case file & therefore the judgment wasn't listed in Ingomar, L.P.'s name.

Please do not hesitate to call or email if you have any questions.

Sincerely,

Chris

(My email: swandhcm@ptd.net)

IMPORTANT NOTICE

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED. IT MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER THE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE, THE DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

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

Mid Am Financial Services, n/b/a
Key Bank USA, N.A., n/b/a
Ingomar, L.P.
Plaintiff(s)

Vs.

Estate of Richard A. Shank, by
and through its Administratrix,
Debra A. Shank
Defendant(s)

No.: 2002-00755-CD

Real Debt: \$43,710.77

Atty's Comm:

Costs: \$

Int. From:

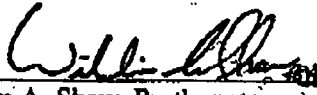
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 17, 2002

Expires: July 17, 2007

Certified from the record this 29th day of August, 2002.


William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

RECEIVED
9/3/02

PO Box 549
Clearfield, PA 16830
Phone: 814-765-2641, Ext. 1330
Fax: 814-765-7659

**Clearfield County
Courthouse**

Fax

To: Chris **From:** William A. Shaw
Fax: 570-420-1181 **Date:** 10-23-02
Phone: **Pages:**
Re: Case 02-755-CD **CC:**
☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

•Comments:

Above case was corrected
to show judgment in Ingomar, L.P.'s
name. If there's anything
more we can do, please call.

Betty

Date: 10/23/2002

Clearfield County Court of Common Pleas

User: BILLSHAW

Time: 12:39 PM

CIVIL CASE DISPOSITIONS REPORT

Page 1 of 2

Case: 2002-00755-CD

Mid Am Financial Services, etal. vs. Richard A. Shank, Estate, etal.

Sorted by Order Date

Disposition Entry Date	Party One	Party Two	Disposition Judgment
07/15/2002	Mid Am Financial Services Plaintiff	Richard A. Shank, Estate Defendant	Open In Favor Of: Plaintiff Default Judgment Amount: 43710.77
07/15/2002	Mid Am Financial Services Plaintiff	Shank, Debra A. Defendant	Open In Favor Of: Plaintiff Default Judgment Amount: 43710.77
07/17/2002	Key Bank USA, N.A. Plaintiff	Richard A. Shank, Estate Defendant	Open In Favor Of: Plaintiff Default Judgment Amount: 43710.77
07/17/2002	Ingomar, L.P. Plaintiff	Richard A. Shank, Estate Defendant	Open In Favor Of: Plaintiff Default Judgment Amount: 43710.77
07/17/2002	Ingomar, L.P. Plaintiff	Shank, Debra A. Defendant	Open In Favor Of: Plaintiff Default Judgment Amount: 43710.77

Date: 10/23/2002

Clearfield County Court of Common Pleas

User: BILLSHAW

Time: 12:39 PM

CIVIL CASE DISPOSITIONS REPORT

Page 2 of 2

Case: 2002-00755-CD

Mid Am Financial Services, etal. vs. Richard A. Shank, Estate, etal.

Sorted by Order Date

Disposition Entry Date	Party One	Party Two	Disposition Judgment
07/17/2002	Key Bank USA, N.A. Plaintiff	Shank, Debra A. Defendant	Open In Favor Of: Plaintiff Default Judgment Amount: 43710.77

<div>WIESMETH & HARDY ATTORNEYS AT LAW 919 MAIN STREET STROUDSBURG, PENNSYLVANIA 18360 (570) 424-2848</div>

FILED

1cc Atty
1cc Shiff w/ Le Writs
7/13/14
JAN 06 2013

SD William A. Shew Atty pd. 20.00
by Frederick

BEGINNING at a post on Union Street; thence Westward by Lot No. 16, 150 feet to a post; thence Northward by an alley 50 feet to a post; thence Eastward by Lot No. 18, 150 feet to a post on Union Street; thence Southward by said Union Street 50 feet to a post and place of beginning, and being Lot No. 17 as marked and numbered in the general plan of Rosebud, as made by J.W. Spangle.

IMPROVED LOT
ASSESSED VALUE: \$4,325.00

TAX PARCEL #: 101-H-17-413-49

4) The amounts due and owing are:

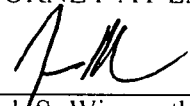
Principal balance:	\$31,196.76
Interest from 7/1/01 through 4/15/02	\$ 3,263.34
Attorneys fees 10%	\$ 3,446.01
Late Charges	\$ 39.96
Costs of Suit	\$ 250.00
Title Search	\$ 150.00
Escrow Deficit	\$ 364.70
Returned Check Fee	\$ -0-
Per Diem interest of \$10.26 from 4/15/02	\$ accruing
Delinquent Real Estate Taxes	\$ 5,000.00

Total \$43,710.77, plus accruals

Prothonotary costs 120.00
Respectfully submitted,

WIESMETH & HARDY
ATTORNEY AT LAW, P.C.

By:


Joseph S. Wiesmeth, Esquire
Attorney for Plaintiff
919 Main Street
Stroudsburg, PA 18360
I.D. #49796

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
46TH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA

COPY

MID AM FINANCIAL SERVICES, n/b/a,	:	NO. 02-755-CD
KEY BANK USA, N.A., n/b/a	:	
INGOMAR, L.P.,	:	
	:	
Plaintiff	:	IN MORTGAGE FORECLOSURE
	:	
v.	:	
	:	
ESTATE OF RICHARD A. SHANK, by and	:	
through its Administratrix, DEBRA A.	:	
SHANK,	:	
	:	
Defendants	:	

AFFIDAVIT PURSUANT TO RULE 3129.1

Mid Am Financial Services, n/b/a Key Bank USA, N.A., n/b/a Ingomar, L.P., Plaintiff in the above action, sets forth as of the date the Praeipe for the Writ of Execution was filed the following information concerning the real property located at:

RR 1, Box 28, Union Street, Coalport, Beccaria Township, Clearfield County, Pennsylvania
(Describe the real property to be sold or attach a description as an exhibit).

1. Name and address of Owner(s) or Reputed Owner(s):

Name	Address (if address cannot be reasonably ascertained, please so indicate)
------	---

Estate of Richard A. Shank, by and through
its Administratrix, Debra A. Shank

1646 Lorenzo Drive
Vallejo, CA 94589

2. Name and address of Defendant(s) in the judgment:

Name

Address (if address cannot be reasonably
ascertained, please so indicate)

Estate of Richard A. Shank, by and through
its Administratrix, Debra A. Shank

1646 Lorenzo Drive
Vallejo, CA 94589

3. Name and address of every judgement creditor whose judgment is a record lien on the real property to be sold:

Name

Address (if address cannot be reasonably
ascertained, please so indicate)

Mid Am Financial Services, n/b/a Key Bank
USA, N.A., n/b/a Ingomar, L.P.

51 Veronica Lane
Somerset, NJ 08873

4. Name and address of the last recorded holder of every mortgage or record:

Name

Address (if address cannot be reasonably
ascertained, please so indicate)

Mid Am Financial Services, n/b/a Key Bank
USA, N.A., n/b/a Ingomar, L.P.

51 Veronica Lane
Somerset, NJ 08873

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

Name

Address (if address cannot be reasonably
ascertained, please so indicate)

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

Name

Address (if address cannot be reasonably ascertained, please so indicate)

Clearfield County Tax Claim

230 East Market Street
Clearfield, PA 16830

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

Name

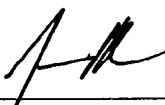
Address (if address cannot be reasonably ascertained, please so indicate)

Janet Wilk, Tax Collector

P.O. Box 119
Coalport, PA 16627

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

12.12.02
Date



Plaintiff

TAX PARCEL #: 101-H-17-413-49

The amounts due and owing are:

Principal balance:	\$31,196.76
Interest from 7/1/01 through 4/15/02	\$ 3,263.34
Attorneys fees 10%	\$ 3,446.01
Late Charges	\$ 39.96
Costs of Suit	\$ 250.00
Title Search	\$ 150.00
Escrow Deficit	\$ 364.70
Returned Check Fee	\$ -0-
Per Diem interest of \$10.26 from 4/15/02	\$ accruing
Delinquent Real Estate Taxes	\$ 5,000.00

Total \$43,710.77 , plus accruals

Prothonotary costs 120.00

Date: 11/6/03

William L. Shanahan
Prothonotary

William A. Shaw
Prothonotary

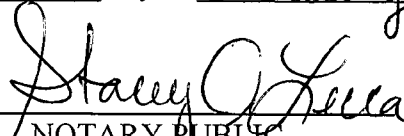
Clearfield County Tax Claim Bureau
230 East Market Street
Clearfield, PA 16830

Janet Wilk
Tax Collector
P.O. Box 119
Coalport, PA 16627



Christine E. Munch
Legal Secretary

SWORN TO and subscribed to before me
this 5th day of February, 2003.



NOTARY PUBLIC

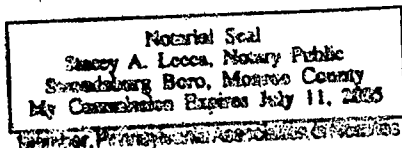


EXHIBIT "A"

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
Article Sent To: <i>Clearfield County Tax Claim</i>	
Postage	\$ <i>.37</i>
Certified Fee	<i>2.30</i>
Return Receipt Fee (Endorsement Required)	<i>1.75</i>
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <i>4.42</i>
Name (Please Print Clearly) (to be completed by mailer) <i>Com</i>	
Street, Apt. No., or PO Box No. <i>230 E. Market St.</i>	
City, State, ZIP+4 <i>Clearfield, PA 16830</i>	

PS Form 3800, July 1999 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> 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. 	<p>A. Signature <i>X Jean Ann</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Jean Ann</i> C. Date of Delivery <i>FEB 3 2003</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to: <i>Clearfield County Tax Claim Bureau 230 E. Market St. Clearfield, PA 16830</i></p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </p>
<p>2. Article Number (Transfer from service label) <i>7099 3400 0012 4335 2833</i></p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

EXHIBIT "A" (Con't)

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
Article Sent To: <i>Janet Wilk, Tax Collector</i>	
Postage	\$.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42
Name (Please Print Clearly) (to be completed by mailer) <i>Janet Wilk</i>	
Street, Apt. No., or PO Box No. <i>P.O. Box 119</i>	
City, State, ZIP+4 <i>Coalport, PA 16627</i>	

PS Form 3800, July 1999

Sec Reverse for Instructions

7099 3400 0012 4335 2826

STRODSBURG, PA 16360
JAN 08 2003
Postmark Here
USPS

Com

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> 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. 	<p>A. Signature <i>Robert Wilk</i></p> <p>B. Received by (Printed Name) <i>ROBERT WILK</i></p> <p>C. Date of Delivery <i>2-1-03</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p>
<p>1. Article Addressed to: <i>Janet Wilk</i> <i>Tax Collector</i> <i>P.O. Box 119</i> <i>Coalport, PA 16627</i></p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </p>
<p>2. Article Number (Transfer from service label) <i>7099 3400 0012 4335 2826</i></p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13609

MID AM FINANCIAL SERVICES ET AL

02-755-CD

VS.

SHANK, RICHARD A. ESTATE BY AND THROUGH DEBRA A. SHANK

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, FEBRUARY 4, 2003 @ 10:53 A.M. A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF APRIL 4, 2003 WAS SET.

FILED

01 3 26 2003
SEP 15 2003

William A. Shaw
Prothonotary/Clerk of Courts

NOW, FEBRUARY 6, 2003 MAILED CERTIFIED AND REGULAR MAIL TO DEBRA A. SHANK, DEFENDANT, TO 1646 LORENZO DRIVE, VALLEJO, CA A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

NOW, MARCH 10, 2003 RECEIVED THE CERTIFIED MAIL BACK UNCLAIMED. CERT. NO. 7001 1940 0001 9406 1706.

NOW, APRIL 1, 2003 RECEIVED A FAX LETTER FROM THE PLAINTIFF ATTORNEY TO CONTINUE THE SALE SCHEDULED FOR APRIL 4, 2003 TO JULY 11, 2003.

NOW, APRIL 9, 2003 RECEIVED INSTRUCTIONS FROM THE PLAINTIFF ATTORNEY TO DEPUTIZE SOLANO COUNTY SHERIFF TO SERVE DEBRA A. SHANK.

NOW, APRIL 14, 2003 SENT INFORMATION TO SOLANO COUNTY, CALIFORNIA, FOR DEPUTIZE SERVICE ON DEBRA A. SHANK.

NOW, APRIL 23, 2003 @ 7:38 A.M. O'CLOCK STEPHEN J. HAMMILL, DEPUTY FOR SOLANO COUNTY SHERIFF'S DEPARTMENT SERVED DEBRA A. SHANK, AT HER RESIDENCE 1646 LORENZO DRIVE, VALLEJO, CALIFORNIA, BY HANDING TO DEBRA A. SHANK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13609

MID AM FINANCIAL SERVICES ET AL

02-755-CD

VS.

SHANK, RICHARD A. ESTATE BY AND THROUGH DEBRA A. SHANK

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JULY 11, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS.
THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$16,000.00 + COSTS.

NOW, SEPTEMBER 15, 2003 PAID COSTS FROM THE ADVANCE AND MADE A REFUND
OF THE UNUSED ADVANCE TO THE ATTORNEY.

NOW, SEPTEMBER RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY OF
THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR
\$16,000.00 + COSTS.

NOW, SEPTEMBER 15, 2003 THE DEED WAS FILED.

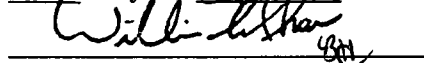
SHERIFF HAWKINS \$539.45

SURCHARGE \$20.00

PAID BY ATTORNEY

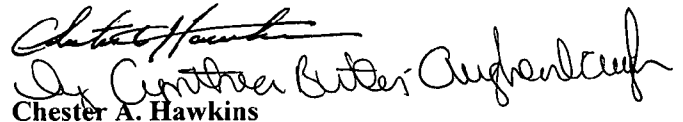
Sworn to Before Me This

19th Day Of September 2003



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

So Answers,


Chester A. Hawkins

Sheriff

COPY

IN MORTGAGE FORECLOSURE

V.

Defendants

TAX PARCEL #: 101-H-17-413-49

The amounts due and owing are:

Principal balance:	\$31,196.76
Interest from 7/1/01 through 4/15/02	\$ 3,263.34
Attorneys fees 10%	\$ 3,446.01
Late Charges	\$ 39.96
Costs of Suit	\$ 250.00
Title Search	\$ 150.00
Escrow Deficit	\$ 364.70
Returned Check Fee	\$ -0-
Per Diem interest of \$10.26 from 4/15/02	\$ accruing
Delinquent Real Estate Taxes	\$ 5,000.00

Total \$43,710.77 , plus accruals

Prothonotary costs 120.00

William L. H. H.

Prothonotary

Date: 1/6/03

Received 1/6/03 @ 3:50 P.M.
Chester A. Hawkins
by Cynthia Butler-Aughenbaugh

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME SHANK NO. 02-755-CD

NOW, July 11, 2003, 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 11TH day of JULY 2003, I exposed the within described real estate of ESTATE OF RICHARD A. SHANK, BY AND THROUGH ITS ADMINISTRATRIX, DEBRA A. SHANK to public venue or outcry at which time and place I sold the same to MID AM FINANCIAL SERVICES, N/B/A KEY BANK USA, N.A., N/B/A, INGOMAR, L.P. he/she being the highest bidder, for the sum of \$ 16,000.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	20.16
POSTING	15.00
CSDS	10.00
COMMISSION 2%	320.00
POSTAGE	10.29
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	\$16,000.00
RETURNS/DEPUTIZE	9.00
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00

TOTAL SHERIFF COSTS 539.45

DEED COSTS:

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

PLAINTIFF COSTS, DEBT & INTEREST:

DEBT-AMOUNT DUE	31,196.76
INTEREST FROM 7/1/01 TO 4/15/02	
TO BE ADDED TO SALE DATE	3,263.34
ATTORNEY FEES	3,446.01
PROTH. SATISFACTION	
LATE CHARGES & FEES	39.96
COST OF SUIT -TO BE ADDED	250.00
FORECLOSURE FEES/ESCROW DEFICIT	364.70
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	

TOTAL DEBT & INTEREST 38,580.77

COSTS:

ADVERTISING	271.53
TAXES - collector TO 1/04	99.91
TAXES - tax claim NONE	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
SHERIFF COSTS	539.45
LEGAL JOURNAL AD	134.00
PROTHONOTARY	120.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

TOTAL COSTS 1,339.39

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



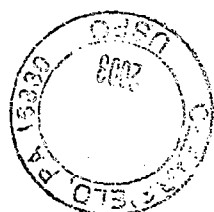
9021 9046 1000 0461 11

CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

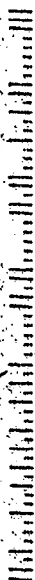


Debra A. Shank
1646 Lorenzo Drive
Vallejo, CA 94589

UNCLAIMED
RETURNED TO SENDER



2ND NOTICE 2/14/03
RETURN NOTICE 2/14/03



94 9191+63306

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

OFFICIAL USE

Postage	\$ 28.75
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	

Sent To Debra A. Shank
Street, Apt. No.:
or PO Box No. 1646 Lorenzo Drive
City, State, ZIP+4 Vallejo, CA 94589

PS Form 3800, January 2001 See Reverse for Instructions

Postmark: CLEARFIELD PA 16830 FEB-6-2003

SENDER: COMPLETE THIS SECTION

1. Article Addressed to:
Debra A. Shank
1646 Lorenzo Drive
Vallejo, CA 94589

2. Article Number (Transfer from service label) 7001 1940 0001 9406 1706
PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1035

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

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



WIESMETH & HARDY

ATTORNEYS AT LAW

A PROFESSIONAL CORPORATION

919 Main Street Stroudsburg, Pennsylvania 18360

April 1, 2003

Telephone (570) 424-2848

Tele-Fax (570) 420-1181

JOSEPH S. WIESMETH, Esquire
JOHN A. HARDY, Esquire
JOSEPH V. SEBELIN, Jr., Esquire

Clearfield County Sheriff's Office
Attn: Cindy

Via telefax to 814-765-5915

**RE: MID-AM FINANCIAL SERVICES n/b/a KEY BANK USA, N.A. n/b/a
INGOMAR, L.P. v. SHANK
No.: 02-755-CD**

Dear Cindy:

The undersigned is counsel to the Plaintiff, Ingomar, L.P., in the above-stated action currently scheduled for Sheriff's Sale on Friday, April 4, 2003

Due to unsuccessful service of the Writ of Execution upon the Defendants in this action, kindly postpone the Sheriff's sale date until July 11, 2003, and announce the postponement at the originally scheduled April 4, 2003, Sheriff's sale.

Thank you.

Very truly yours,

WIESMETH & HARDY
ATTORNEYS AT LAW, P.C.

Joseph S. Wiesmeth
Joseph S. Wiesmeth, Esquire

JSW/cem

cc: Larry Gresack @ SN Servicing Corp.
(via telefax to: 732-565-7910)



WIESMETH & HARDY

ATTORNEYS AT LAW

A PROFESSIONAL CORPORATION

919 Main Street Stroudsburg, Pennsylvania 18360

JOSEPH S. WIESMETH, Esquire
KEVIN A. HARDY, Esquire
JOSEPH V. SEBELIN, Jr., Esquire
ANDREW H. RALSTON, Jr. Esquire

April 7, 2003

Telephone (570) 424-2848
Tele-Fax (570) 420-1181

Clearfield County Sheriff
Attn: Cindy
One N. 2nd Street
Suite 116
Clearfield, PA 16830

RE: MID AM FINANCIAL SERVICES n/b/a INGOMAR, L.P. v. SHANK
No.: 02-755-CD

Dear Cindy:

Please find enclosed herewith a check payable to "Sheriff" in the amount of \$60.00 and two Sheriff Forms relative to the above-mentioned matter.

Kindly deputize the Solano County, California, Sheriff's Department to allow service of the appropriate documents associated with the Sheriff's Sale for this matter. Per my conversation with you on today's date, it is my understanding that you will include the appropriate documents in your mailing to the Solano County Sheriff.

Their address is:

Solano County Sheriff
530 Union Avenue
Suite 100
Fairfield, CA 94533

I have included a self-addressed stamped envelope for return of the completed Sheriff's Forms.

Please do not hesitate to call if you have any questions. Thank you.

Very truly yours,

WIESMETH and HARDY
ATTORNEYS AT LAW, P.C.

Christine E. Munch
Legal Secretary

Enclosures

Sheriff's Office
Clearfield County

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915

CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

ROBERT SNYDER
CHIEF DEPUTY
CYNTHIA AUGHENBAUGH
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MID AM FINANCIAL SERVICES, N/B/A,
KEY BANK USA, N.A., N/B/A INGOMAR, L.P.

TERM & NO. 02-755-CD

VS

DOCUMENT TO BE SERVED:

ESTATE OF RICHARD A. SHANK, BY AND THROUGH
ITS ADMINISTRATRIX, DEBRA A. SHANK

WRIT OF EXECUTION
NOTICE OF SALE
COPY OF LEVY

SERVE BY:

MAY 9, 2003

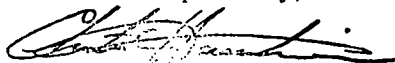
MAKE REFUND PAYABLE TO: ATTORNEY- RETURN TO BE SENT TO THIS OFFICE

SERVE: DEBRA A. SHANK

ADDRESS: 1646 LORENZO DRIVE, VALLEJO, CA 94589

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF SOLANO COUNTY California to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 14th Day of APRIL 2003.

Respectfully,



CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

Wiesmeth & Hardy
Attorneys at Law
919 Main St.
Stroudsburg, PA 18360
Telephone:
Attorney for: 02-755-CD

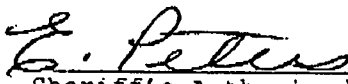
Clearfield County Courthouse

Plaintiff: 02-755-CD
Defendant: Estate of Richard A. Shank
Hearing: <No Information>

Proof of Service
Case No. 02-755-CD
File No. 2003004002

1. At the time of service I was at least 18 years of age and not a party to this action and I served copies of the:
Writ of Execution
2. Party served: Debra A. Shank
1646 Lorenzo Dr.
Vallejo, CA 94589
3. I served the party named in item 2
a. by personally delivering the copies
(1) on (date): 4/23/2003
(2) at (time): 7:38 AM
4. Notice to the Person Served (on the Summons) was completed as follows:
5. Remarks:
6. Person Serving:
Stephen J. Hammill, Deputy
Sheriff's Civil Division
530 UNION AVE., STE. 100
FAIRFIELD, CA 94533
7. Fee for service: \$30.00
(707) 421-7020 7020
8. I am a California sheriff and I certify that the foregoing is true and correct.

Date: April 24, 2003
Jud. Coun. form, rule 982(a)(23)



Sheriff's Authorized Agent
Gary R. Stanton, Sheriff/Coroner/Public
Administrator

Wiesmeth & Hardy
Attorneys at Law
919 Main St.
Stroudsburg, PA 18360
Telephone:
Attorney for: 02-755-CD

Clearfield County Courthouse

Plaintiff: 02-755-CD
Defendant: Estate of Richard A. Shank
Hearing: <No Information>

Proof of Service
Case No. 02-755-CD
File No. 2003004002

1. At the time of service I was at least 18 years of age and not a party to this action and I served copies of the:
Notice of Sale and Copy of Levy

2. Party served: Debra A. Shank
1646 Lorenzo Dr.
Vallejo, CA 94589

3. I served the party named in item 2
a. by personally delivering the copies
(1) on (date): 4/23/2003
(2) at (time): 7:38 AM

4. Notice to the Person Served (on the Summons) was completed as follows:

5. Remarks:

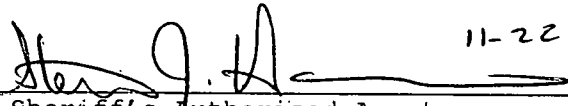
6. Person Serving:
Stephen J. Hammill, Deputy
Sheriff's Civil Division
530 UNION AVE., STE. 100
FAIRFIELD, CA 94533

7. Fee for service: \$30.00

(707) 421-7020 7020

8. I am a California sheriff and I certify that the foregoing is true and correct.

Date: April 24, 2003
Jud. Coun. form, rule 982(a)(23)

 11-22

Sheriff's Authorized Agent
Gary R. Stanton, Sheriff/Coroner/Public
Administrator

Clearfield County Courthouse
1 North Second St., Suite 116
Clearfield, PA 16830

Original

20545

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:

DEBRA A. SHANK
1646 Lorenzo Drive
Vallejo, CA. 94589

COMPLETE THIS SECTION ON DELIVERY

- | | |
|---|--|
| A. Received by (Please Print Clearly) | B. Date of Delivery
5/17/02 |
| C. Signature
x <i>Debra A. Shank</i> | <input type="checkbox"/> Agent
<input type="checkbox"/> Addressee |
| D. Is delivery address different from item 1? <input type="checkbox"/> Yes
If YES, enter delivery address below: <input type="checkbox"/> No | |

3. Service Type

- | | |
|--|---|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| <input type="checkbox"/> Registered | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |

4. Restricted Delivery? (Extra Fee)

☒ Yes

2. Article Number (Copy from service label)

7001 1940 0001 9406 1287

UNITED STATES POSTAL SERVICE

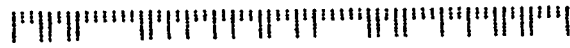
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10



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

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

12532



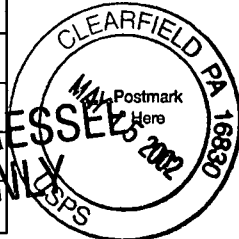
03

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

OFFICIAL USE

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

\$ 8.98



Sent To
DEBRA A. SHANK

Street, Apt. No.,
or P.O. Box No.
1000 Lorenzo Drive

City, State, ZIP+ 4
Vallejo, CA. 94589

PS Form 3800, January 2001

See Reverse for Instructions

7001 1940 0001 9406 1287

Certified Mail Provides:

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

12532

Important Reminders:

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

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