

02-1134-CD  
Clfd B&T vs Cindy Johnson

02

02-1134-CD  
CLEARFIELD BANK AND TRUST -vs- CINDY J. JOHNSON  
COMPANY

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

CLEARFIELD BANK AND TRUST  
COMPANY,

: No. 02-1134-CO

Plaintiff

vs.

CINDY J. JOHNSON

Type of Pleading: COMPLAINT

Defendant

Counsel of Record for this Party:  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893  
  
1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or 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, PA 16830  
(814) 765.2641

**FILED**

JUL 22 2002

m13:001att, Kirk  
William A. Shaw  
Prothonotary pd 80.00  
Ice Sherry

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

CINDY J. JOHNSON

Defendant

No. 02-1134-CD

Type of Pleading: COMPLAINT

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893

1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

**COMPLAINT**

NOW COMES, the Plaintiff, Clearfield Bank & Trust Company, by its attorney, Alan F. Kirk, Esq., and files the within Complaint whereof the following is a statement:

1. The Plaintiff is CLEARFIELD BANK & TRUST COMPANY, a corporation, with a principal place of business of 11 North Second Street, P.O. Box 171 Clearfield, Pennsylvania 16830.

2. The Defendant is CINDY J. JOHNSON with a mailing address of RR 1, Box 669A, Morrisdale, Pennsylvania 16858.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendant dated November 11, 2000, in the principal amount of \$5,000.00 a copy of the said Mortgage is attached hereto and made a part hereof, marked as

Exhibit "A" and is recorded at Clearfield County Instrument No. 200017603 on November 28, 2000.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Township of Graham, County of Clearfield, Pennsylvania, a legal description is more fully described in the attached Exhibit "B".

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendant the sum of \$ 5,000.00 as set forth in Promissory Note dated November 20, 2000. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

6. The Defendant defaulted under the terms of the said loan by failing to make the monthly payment due March 25, 2002, and subsequent monthly installments due since.

7. The Plaintiff has given the Defendant written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated May 28, 2002, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

8. That to the best of the knowledge, information and belief of the Plaintiff, the Defendant has not availed himself under the pertinent provisions of the Homeowners' Emergency Assistance Act.

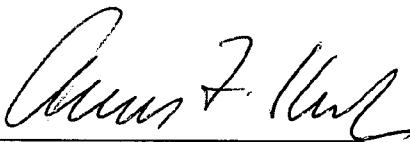
9. That to the best of the knowledge, information and belief of the Plaintiff, the Defendant is not on active duty with the armed forces of the United States.

10. The amounts due and owing under the terms of the said Mortgage are as follows:

(a)	Principal Balance	\$ 5,000.00
(b)	Interest per diem of .81170 from 2/25/02 to 7/17/02	\$ 201.99
(c)	Late Charges	\$ 47.76
(d)	Satisfaction Fee	\$ 18.50
(e)	Attorney Collection Fee	<u>\$ 500.00</u>
<b>FINAL TOTAL</b>		<b>\$ 5,768.25</b>

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of \$5,768.25 plus interest at 9.00%, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

Date: July 17, 2002

Commonwealth of Pennsylvania

Space Above This Line For Recording Data

## MORTGAGE

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is ..... 11/20/00 ..... and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: Cindy J. Johnson  
RR 1 Box 669A  
Morrisdale, pa 16858

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: CLEARFIELD BANK & TRUST COMPANY  
1935 DAISY STREET  
CLEARFIELD, PA 16830

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

CLEARFIELD COUNTY RECORDED IN DEED BOOK 1893 PAGE 93

The property is located in ..... Clearfield ..... at ..... RR 1 Box 669A .....  
(County)  
....., ..... Morrisdale ..... Pennsylvania ..... 0 16858 .....  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 5,000.00 ..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument.

4. **SECURED DEBT.** The term "Secured Debt" is defined as follows:

- Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)
- All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due, and provide to Lender copies of all receipts on demand. Mortgagor agrees to make all payments when due and comply with all covenants of any prior security interest on the Property.

8. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

9. **PROPERTY CONDITION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary.

PENNSYLVANIA - SHORT FORM MORTGAGE - CLOSED END (NOT FOR FNMA, FHLMC, FHA OR VA USE)

(page 1 of 2)

© 1995 Bankers Systems, Inc., St. Cloud, MN (1-800-397-2341) Form SFMC-MTG-PA 3/15/95

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
2110017603  
RECORDED ON  
11/28/2000

11/28/2000  
11/29/2000

DRIVING FEES -

\$13.00

ORDER

\$1.00

PROPERTY IMPROVEMENT

\$1.00

1/

ORDER

\$1.00

MOVEMENT FUND

\$0.50

FE WRT TAX

\$0.50

1/

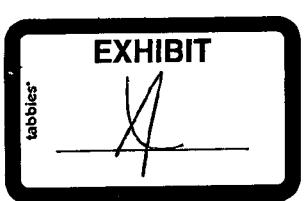
ORDER

\$15.50

1/

CUSTOMER

CLEARFIELD BANK AND TRUST



**10. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed.

**11. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements and rents, issues and profits. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

**12. DEFAULT AND REMEDIES.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guaranteeing the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default. Lender may accelerate the Secured Debt subject to any notice requirements of Lender to provide notice to Mortgagor as required by law. Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth.

**13. EXPENSES; ADVANCES ON COVENANTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This Security Instrument shall remain in effect until released.

**14. INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires and shall include a standard mortgage clause in favor of Lender. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld.

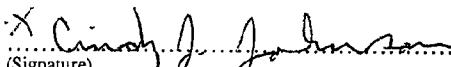
**15. SEVERABILITY; INTERPRETATION.** If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular.

**16. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

**17. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any right to appraisal relating to the Property.

**NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.**

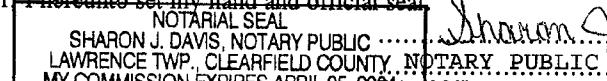
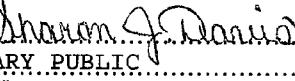
**SIGNATURES:** By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

 ..... 1/20/00 .....  
(Signature) (Date)  .....  
(Signature) (Date)

.....  
(Witness) .....  
(Witness)

**ACKNOWLEDGMENT:**

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD } ss.  
(Individual) On this, the 27th day of NOVEMBER, before me SHARON J. DAVIS, the undersigned  
officer, personally appeared CINDY J. JOHNSON  
..... known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed  
to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.   
My commission expires: NOTARIAL SEAL   
SHARON J. DAVIS, NOTARY PUBLIC .....  
LAWRENCE TWP., CLEARFIELD COUNTY, NOTARY PUBLIC .....  
MY COMMISSION EXPIRES APRIL 05, 2004 Officer

It is hereby certified that the address of the Lender within named is: CLEARFIELD BANK AND TRUST COMPANY  
411 N. SECOND, CLEARFIELD, PA. 16830

"EXHIBIT A"

ALL that certain piece or parcel of land situate in the Township of Graham, County of Clearfield and State of Pennsylvania, bounded and described as follows:

Beginning at an iron pin located on the West side of State Route #2033. Said point is North sixty degrees, nineteen minutes, fifteen seconds West (N 60 19' 15"W) thirty-three feet (33.0) from the North-west corner of, now or formerly, Carol J. Wallace (Lot #1); thence along said road South twenty-eight degrees, thirty-seven minutes, forty-five seconds West (S 28 37' 45" W), two hundred twenty-four feet (224.0) to an Iron pin; thence along other lands of Grantors the following courses and distances, North sixty degrees, nineteen minutes, fifteen seconds West (N 60 19' 15"W), one hundred ninety-five feet (195.0) to an Iron pin; thence North twenty-eight degrees, thirty-seven minutes, forty-five seconds East (N 28 37' 45" E), two hundred twenty-four (224.0) to an Iron pin; thence South sixty degrees, nineteen minutes, fifteen seconds East (S 60 19' 15" E), one hundred ninety-five feet (195.0) to an Iron pin nad place of beginning.

KNOWN as Lot #2 on map prepared by Shirokey Surveys, and attached hereto and made a part hereof.

CONTAINING 1.0026 acres.

EXCEPTING AND RESERVING all exceptions and reservations which appear in prior chains of title.

Being a part of the same premises conveyed to the Grantors herein by Deed from Anna Mae Scott, Widow dated the 21st day of June 1946 and being recorded in the office of the Register and Recorder of Clearfield County, Pennsylvania in Deeds and Records Volume 372 at Page 112.

THIS IS A CONVEYANCE FROM PARENTS TO DAUGHTER. NO TRANSFER TAX DUE.

**ALL** that certain piece or parcel of land situate in the Township of Graham, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an Iron pin located on the West side of State Route #2033. Said point is North sixty degrees, nineteen minutes, fifteen seconds West (N 60° 19' 15" W) thirty-three feet (33.0) from the Northwest corner of, now or formerly, Carol J. Wallace (Lot #1); thence along said road, South twenty-eight degrees, thirty-seven minutes, forty-five seconds West (S 28° 37' 45" W), two hundred twenty-four feet (224.0) to an Iron pin; thence along other lands of Grantors the following courses and distances, North sixty degrees, nineteen minutes, fifteen seconds West (N 60° 19' 15" W), one hundred ninety-five feet (195.0) to an Iron pin; thence North twenty-eight degrees, thirty-seven minutes, forty-five seconds East (N 28° 37' 45" E), two hundred twenty-four feet (224.0) to an Iron pin; thence South sixty degrees, nineteen minutes, fifteen seconds East (S 60° 19' 15" E), one hundred ninety-five feet (195.0) to an Iron pin and place of beginning.

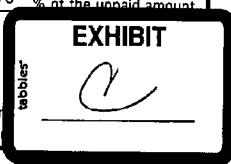
KNOWN as Lot #2 on map prepared by Shirokey Surveys, and attached hereto and made a part hereof.

CONTAINING 1.0026 acres.

**EXCEPTING AND RESERVING** all exceptions and reservations which appear  
in prior chains of title.



<input type="checkbox"/> This note has a demand feature.	<input type="checkbox"/> This note is payable on demand and all disclosures are based on an assumed maturity of one year.
<input type="checkbox"/> Variable Rate (Check one)	{ <input type="checkbox"/> My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier. <input type="checkbox"/> The annual percentage rate may increase during the term of this transaction if _____.
Any increase will take the form of _____.	
If the rate increases by _____ % in _____, the _____ will increase to _____. The rate may not increase more often than once _____, and may not increase more than _____ % each _____. The rate will not go above _____.	
<b>Security</b> - I am giving a security interest in: <ul style="list-style-type: none"> <li><input type="checkbox"/> the goods or property being purchased.</li> <li><input type="checkbox"/> collateral securing other loans with you may also secure this loan.</li> <li><input checked="" type="checkbox"/> my deposit accounts and other rights to the payment of money from you.</li> </ul> <input checked="" type="checkbox"/> (brief description of other property) <b>PROPERTY AT RR1 BOX 669A, MORRISDALE, PA 16858</b>	
<input type="checkbox"/> <b>Required Deposit</b> - The annual percentage rate does not take into account my required deposit.	
<b>Late Charge</b> - I will be charged a late charge on any payment made more than _____ days after it is due equal to _____ % of the unpaid amount or \$ _____, whichever is _____.	
<b>Prepayment</b> - If I pay off this note early, I <input type="checkbox"/> may <input checked="" type="checkbox"/> will not have to pay a minimum finance charge.	
<input checked="" type="checkbox"/> <b>Assumption</b> - Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original term. I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepay	



<b>CREDIT INSURANCE</b> - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs. See Notice of Proposed Insurance below.		
Type	Premium	Term
Credit Life		
Credit Disability		
Joint Credit Life		
<b>Joint Disability</b>		
Name of Insurer _____		
I <input type="checkbox"/> do <input checked="" type="checkbox"/> do not want credit life insurance.		
I <input type="checkbox"/> do <input checked="" type="checkbox"/> do not want credit disability insurance.		
I <input type="checkbox"/> do <input checked="" type="checkbox"/> do not want joint credit life insurance.		
I <input type="checkbox"/> do <input checked="" type="checkbox"/> do not want <b>Joint Disability</b> insurance.		
X	DOB	
X	DOB	

**PROPERTY INSURANCE** - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

<b>ITEMIZATION OF AMOUNT FINANCED</b>	
AMOUNT GIVEN TO ME DIRECTLY	\$ 4,894.00
AMOUNT PAID ON MY (LOAN) ACCOUNT	\$ _____
<b>AMOUNTS PAID TO OTHERS ON MY BEHALF:</b>	
to Insurance Companies	\$ _____
to Public Officials	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
(less) PREPAID FINANCE CHARGE(S)	\$ _____
Amount Financed	\$ 5,000.00

(Add all items financed and subtract prepaid finance charges.)

**SINGLE INTEREST INSURANCE** - I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

#### ADDITIONAL TERMS OF THE NOTE

**DEFINITIONS** - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

**APPLICABLE LAW** - This note and any agreement securing this note will be governed by the laws of the state of Pennsylvania. The Federal Truth-in-Lending disclosures on page 1 and page 2 are disclosures only and are not intended to be terms of this agreement. The fact that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me.

**PAYMENTS** - Each payment I make on this loan will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only deficiency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on the interest rates (if variable) and my payment record. If any payment due under this loan does not equal or exceed the amount of interest due, you may, at your option, increase the amount of the payment due and all future payments to an amount that will pay off this loan in equal payments over the remaining term of this loan.

**PREPAYMENT** - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

**INTEREST** - Interest accrues on the principal remaining unpaid from time to time, until paid in full, if "Variable Rate" is checked on page 1. I will pay interest at the rates in effect from time to time. Decreases in the interest rate for this note will have the opposite effect on payments that increases would have. The interest rate(s) and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan. You will figure a change in the interest rate by using the index rate in effect at the time the interest rate is to change. Changes in the index between scheduled changes in the interest rate will not affect the interest rate. If the index specified on page 1 ceases to exist, I agree that you may substitute a similar index for the original.

**INDEX** - If you and I have agreed that the interest rate on this note will be variable and will be related to an index, then the index you select will function only as a tool for setting the rate on this note. You do not guaranty, by selecting any index, that the interest rate on this note will have a particular relationship to the interest rate you charge on any other loans or any type or class of loans with your other customers.

**ACCRUAL METHOD** - The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1. For interest calculation, the accrual method will determine the number of days in a year. If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

**POST-MATURITY INTEREST** - Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified on page 1. For purposes of this section, final maturity occurs at the earliest of the following:

- If this loan is payable on demand, on the date you make demand for payment;
- If this loan is payable on demand with alternate payment date(s), on the date you make demand for payment or on the final alternate payment date, whichever is earlier;
- On the date of the last scheduled payment of principal;
- On the date you accelerate the due date of this loan (demand immediate payment); or
- Upon the entry of judgment on this note and applies to amounts owed under this note or under any such judgment until paid in full.

**ADVANCE PROCEDURE AND MEANS** - You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as You and I agree. The advances will occur upon consummation of the loan and as You and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

**REAL ESTATE OR RESIDENCE SECURITY** - If this loan is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this agreement.

**DEFAULT** - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, I will be in default on this loan and any agreement securing this loan if any one or more of the following occurs:

- I fail to make a payment in full when due;
- I die, am declared incompetent, or become insolvent;
- I fail to keep any promise I have made in connection with this loan;
- I fail to pay, or keep any other promise on, any other loan or agreement I have with you;
- I make any written statement or provide any financial information that is untrue or inaccurate at the time it is provided;
- Any creditor of mine attempts to collect any debt I owe through court proceedings, set-off or self-help repossession;
- The property is damaged, destroyed or stolen;
- I fail to provide any additional security that you may require;
- Any legal entity (such as a partnership or corporation) that has agreed to pay this note merges, dissolves, reorganizes, ends its business or existence, or a partner or majority stockholder dies or is declared incompetent; or
- Anything else happens that causes you to believe that you will have difficulty collecting the amount I owe you.

If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

**REMEDIES** - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, if I am in default on this loan or any agreement securing this loan, you may:

- Make unpaid principal, earned interest and all other agreed charges I owe you under this loan immediately due;
- Use the right of set-off as explained below;
- Demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;
- Make a claim for any and all insurance benefits or refunds that may be available on my default;
- Use any remedy you have under state or federal law; and
- Use any remedy given to you in any agreement securing this loan.

By choosing any one or more of these remedies you do not give up your right to use another remedy later. By deciding not to use any remedy, should I be in default, you do not give up your right to consider the event a default if it happens again.

**COSTS OF COLLECTION AND ATTORNEYS' FEES** - I agree to pay you all reasonable costs you incur to collect this debt or realize on any security. This includes, unless prohibited by law, reasonable attorneys' fees. This provision also shall apply if I file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against me by another.

**SET-OFF** - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- Any deposit account balance I have with you;
- Any money owed to me on an item presented to you or in your possession for collection or exchange; and
- Any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**OTHER SECURITY** - Any present or future agreement securing any other debt I owe you will also secure the payment of this loan. Property securing another debt will not secure this loan if such property is my principal dwelling and you fail to provide any required notice of right of rescission. Also, property securing another debt will not secure this loan to the extent such property is in household goods.

**OBLIGATIONS INDEPENDENT** - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, release me or any of us, give up any right you may have against any of us, extend new credit to any of us, or renew or change this note one or more times and for any term, and I will still be obligated to pay this loan. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

**WAIVER** - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

**PRIVACY** - I agree that from time to time you may receive credit information about me from others, including other lenders and credit reporting agencies. I agree that you will furnish on a regular basis credit and experience information regarding my loan to others seeking such information. To the extent permitted by law, I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

**FINANCIAL STATEMENTS** - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

**PURCHASE MONEY LOAN** - If this is a Purchase Money Loan, you may include the name of the seller on the check or draft for this loan.

**NOTICE OF PROPOSED INSURANCE** - I take notice that group credit life insurance and/or group credit accident and health insurance coverage will be applicable to this contract if so marked above and each type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person signing the request for such insurance (or each person signing the request for joint credit life insurance). The amount of charge is indicated for each type of credit insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the originally scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to me a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

#### ADDITIONAL TERMS OF THE SECURITY AGREEMENT

**SECURED OBLIGATIONS** - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Property described in this security agreement will not secure other such debts if you fail to give any required notice of the right of rescission with respect to the Property. Also, this security agreement will not secure other debts if this security interest is in household goods and the other debt is a consumer loan. This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement:

- (a) Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan; and
- (b) Payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

**PROPERTY** - The word "Property," as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word Property includes all my property fitting the general description. Property also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means property that now or later is attached to, is a part of, or results from the Property.

**OWNERSHIP AND DUTIES TOWARD PROPERTY** - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position.

I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

**INSURANCE** - I agree to buy insurance on the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. You may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in Pennsylvania. The firm will be reasonably acceptable to you. I will keep the insurance until all debts secured by this agreement are paid.

**DEFAULT AND REMEDIES** - If I am in default, in addition to the remedies listed in the note portion of this document and subject to any of the limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph, you may (after giving notice and waiting a period of time, if required by law):

- (a) Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to this loan and accrue interest on that amount at the interest rate(s) in effect from time to time, on this note until paid in full;
- (b) Require me to gather the Property and any related records and make it available to you in a reasonable fashion;
- (c) Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease or dispose of the Property as provided by law. (If the Property includes a manufactured home, you will begin the repossession by giving me notice and an opportunity to cure my default, if required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe you, you may take me to court to recover the difference (to the extent permitted by law); and
- (d) Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I agree to inform you in writing of any change in my address.

**FILING** - A copy of this security agreement may be used as a financing statement when allowed by law.

#### THIRD PARTY AGREEMENT

For the purposes of the provisions within this enclosure, "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to the terms of this note and security agreement but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this note or security agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guarantees) for the obligations of any Borrower.

**I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.**

NAME \_\_\_\_\_  
X \_\_\_\_\_

#### NOTICE TO COSIGNER

You (the cosigner) are being asked to guaranty this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

\*DISBURSEMENT\*

AMOUNT GIVEN TO CUSTOMER

AMOUNT PAID ON MY ACCOUNT

Attach FTC "Preservation of Consumer Claims and Defenses" Notice if Applicable

(Optional)		
Signed	<u>MICHELE A. FANNIN-MCELROY</u>	For Lender
Title	<u>BRANCH MANAGER</u>	

Signature CINDY J. JOHNSON  
CINDY J. JOHNSON

Signature \_\_\_\_\_

SIGNATURES - I AGREE TO THE TERMS SET OUT ON PAGES 1, 2 AND 3 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.

COSIGNERS - SEE NOTICE ABOVE BEFORE SIGNING.

Signature \_\_\_\_\_

Signature \_\_\_\_\_



Established 1902

Main Bank

11 NORTH 2ND STREET, P.O. BOX 171, CLEARFIELD, PA. 16830-0171 • (814) 765-7551

FAX (814) 765-2943

MEMBER FEDERAL DEPOSIT INSURANCE CORPORATION

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

Full Service Branches:

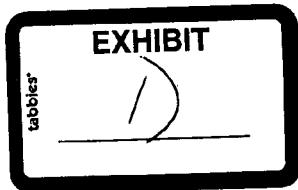
**BRIDGE STREET**  
COR. N. 2ND & BRIDGE STS.  
CLEARFIELD, PA. 16830  
(814) 765-1645  
FAX (814) 765-2672

**GOLDENROD**  
1935 DAISY ST.  
CLEARFIELD, PA. 16830  
(814) 768-5200  
FAX (814) 768-5206

**CURWENSVILLE**  
407 WALNUT ST.  
CURWENSVILLE, PA. 16833  
(814) 236-2441  
FAX (814) 236-4650

**DUBOIS**  
91 BEAVER DRIVE  
DuBOIS, PA. 15801  
(814) 371-1400  
FAX (814) 371-2903

**PHILIPSBURG**  
IRVIN DRIVE EXTENSION  
PHILIPSBURG, PA. 16866  
(814) 342-5750  
FAX (814) 342-7321



HOMEOWNER'S NAME(S):	Cindy J. Johnson
MAILING ADDRESS:	RR 1 Box 669A
LOAN ACCT. NO.:	Morrisdale PA 16858-9526
ORIGINAL LENDER:	730297
CURRENT LENDER/SERVICER:	Clearfield Bank & Trust Company
DATE:	Clearfield Bank & Trust Company
	May 28, 2002

### **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 (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 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 PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

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

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

**NATURE OF THE DEFAULT** --- The MORTGAGE debt held by the above lender on your property located at: RR 1 Box 669A, Morrisdale

---

**IS SERIOUSLY IN DEFAULT because:**

A: YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

March, April & May @ \$159.17 = \$477.51

Other charges (explain/itemize): Late Charges of \$31.84

**TOTAL AMOUNT PAST DUE: \$509.35**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

---

**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 \$ 509.35, 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:

Clearfield Bank and Trust Company  
11 N. 2nd. Street, P.O. Box 171  
Clearfield, PA 16830

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

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 the 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 mortgage 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. 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) DAY period, you will not be required to pay attorney's fees.

**OTHER LENDER REMEDIES** --- The lender may also sue you personally for the unpaid 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** 4 **months from the date of this Notice**. A notice 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:**

<b><u>Name of Lender:</u></b>	<b>CLEARFIELD BANK AND TRUST COMPANY</b>
<b><u>Address:</u></b>	<b>11 N. 2ND STREET, P.O. BOX 171</b>
	<b>CLEARFIELD, PA 16830</b>
<b><u>Phone Number:</u></b>	<b>(814) 765-7551 OR 1-888-765-7551</b>
<b><u>Fax Number:</u></b>	<b>(814) 765-2943</b>
<b><u>Contact Person:</u></b>	<b>LORI A. KURTZ</b>

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

**YOU MAY ALSO HAVE THE RIGHT:**

\* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

\* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

\* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

\* TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

\* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE  
PROGRAM CONSUMER CREDIT COUNSELING AGENCIES**

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

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (724) 465-5118

Credit Counselors of PA  
401 Wood Street, Suite 906  
Pittsburgh, PA 15222  
(412) 338-9954 or 1 (800) 737-2933  
FAX (412) 338-9963

**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:**

Cindy J Johnson  
 RR1 Box 669A  
 Morrisdale, PA  
 16858-9526  
 HK

**2. Article Number (Copy from service label)**

7001 1940 0001 9408 5566

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1781

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

Cindy Johnson

B. Date of Deliver

5-28-02

C. Signature

X Cindy Johnson

 Agent AddresseeD. Is delivery address different from item 1?  YesIf YES, enter delivery address below:  No**3. Service Type**

<input 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

U.S. Postal Service		
CERTIFIED MAIL RECEIPT		
(Domestic Mail Only. No Insurance Coverage Provided.)		
		
7001 1940 0001 9408 5566	Postage	\$
	<hr/>	
Certified Fee		
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<hr/>		
Return Receipt Fee (Endorsement Required)		
<hr/>		
<hr/>		
Restricted Delivery Fee (Endorsement Required)		
<hr/>		
<hr/>		
Total Postage & Fees		\$
		
		
<b>Sent To</b> Cindy J Johnson Street, Apt. No.: or PO Box No. RR1 Box 669A		
City, State, ZIP+ Morrisdale PA 16858-9526		
PS Form 3800, January 2001 		

**VERIFICATION**

I, WILLIAM A. SHINER, Senior Vice President and Secretary of CLEARFIELD BANK & TRUST COMPANY, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 PA. C.S.A. §4904 relating to unsworn falsification to authorities.

CLEARFIELD BANK & TRUST COMPANY

By: William A. Shiner  
William A. Shiner, Senior Vice President  
and Secretary

Date: 7-18-02

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

Sheriff Docket # 12804

**CLEARFIELD BANK AND TRUST COMPANY**

**02-1134-CD**

**VS.**

**JOHNSON, CINDY J.**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

**NOW JULY 26, 2002 AT 2:05 PM DST SERVED THE WITHIN COMPLAINT IN  
MORTGAGE FORECLOSURE ON CINDY J. JOHNSON, DEFENDANT AT  
RESIDENCE, RR#1 BOX 669A, MORRISDALE, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO THOMAS FAULKNER, ADULT AT RESIDENCE,  
A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE  
FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO**

---

**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>26.82</b>	<b>SHFF. HAWKINS PAID BY: ATTY.</b>
<b>10.00</b>	<b>SURCHARGE PAID BY; ATTY.</b>

**Sworn to Before Me This**

29 Day Of August 2002  
William A. Shaw

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

**So Answers,**

*Chester A. Hawkins*  
*by Marilyn Harris*  
**Chester A. Hawkins**  
**Sheriff**

**FILED**

*JK AUG 29 2002*  
*0/9/04 BD*  
**William A. Shaw**  
**Prothonotary**

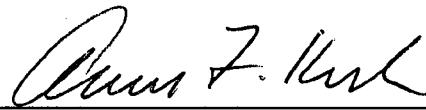
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST  
COMPANY, : No. 02-1134-CD  
Plaintiff :  
vs. : Type of Pleading: PRAECIPE FOR ENTRY  
CINDY J. JOHNSON : OF DEFAULT JUDGMENT  
Defendant : Filed on Behalf of: Plaintiff  
: Counsel of Record for this Party:  
: ALAN F. KIRK, ESQUIRE  
: Supreme Court # 36893  
: 1375 Martin Street, Suite 204  
: State College, PA 16803  
: (814) 234.2048

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

TO PROTHONOTARY:

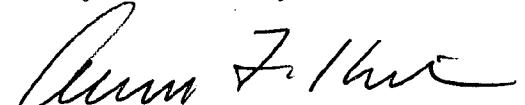
Please enter Default Judgment in the amount of **FIVE THOUSAND SEVEN HUNDRED  
SIXTY-EIGHT AND 25/100 (\$5,768.25) DOLLARS** together with interest and costs of this suit  
on the above captioned Defendant due to the Defendant's failure to enter an appearance or file an  
Answer within the allotted twenty (20) day limit.

  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for the Plaintiff

I hereby certify that a written notice of the intention to file a Praecipe for Default Judgment  
was sent certified mail, return receipt requested and First Class U.S. Mail to Defendant on August  
26, 2002, at least ten (10) days prior to the filing of the within Praecipe. A copy of the aforesaid  
Notice is attached hereto, made a part hereof and incorporated herein by reference.

**FILED**

OCT 03 2002

  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

William A. Shaw  
Prothonotary

COPY

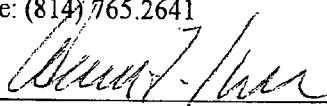
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK & TRUST : No. 02-1134-CD  
COMPANY, :  
Plaintiff : Type of Pleading: 10 DAY  
: NOTICE  
: Filed on Behalf of: Plaintiff  
: vs.  
CINDY J. JOHNSON : Counsel of Record for Party:  
: Alan F. Kirk, Esquire  
: Defendant : I.D. #36893  
: 1375 Martin Street, Suite 204  
: State College, PA 16803  
: 814.234.2048

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
230 E. MARKET STREET  
CLEARFIELD, PA 16830  
Telephone: (814) 765.2641

  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for the Plaintiff  
1375 Martin Street, Suite 204  
State College, PA 16803

Cindy J. Johnson -Certified Mail #7099 3400 0012 4566 6396, RRR

**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:

Ms. Lindy J. Johnson  
 RR1, Box 6694  
 Morrisdale, PA 16858

**COMPLETE THIS SECTION ON DELIVERY**

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

Cindy J. Johnson 08/28/02

## C. Signature

X Cindy J. Johnson  Agent  
 AddresseeD. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  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)

7099 3400 0013 4566 6391

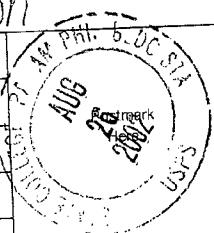
PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

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

Article Sent To:	
Lindy J. Johnson	
Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	4.00
Total Postage & Fees	\$ 7.07
Name (Please Print Clearly) to be completed by mailer)	
Lindy J. Johnson	
Street, Apt. No. or PO Box No.	
RR1, Box 6694	
City, State, ZIP	
Morrisdale, PA 16858	



AUG 26 2002  
 U.S. POSTAL SERVICE

See Reverse for Instructions

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

CLEARFIELD BANK AND TRUST : No. 02-1134-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: PRAECIPE FOR ENTRY  
CINDY J. JOHNSON : OF DEFAULT JUDGMENT  
Defendant : Filed on Behalf of: Plaintiff  
: Counsel of Record for this Party:  
: ALAN F. KIRK, ESQUIRE  
: Supreme Court # 36893  
: 1375 Martin Street, Suite 204  
: State College, PA 16803  
: (814) 234.2048

TO PROTHONOTARY:

Please Enter Judgment against the above-named Defendants pursuant to the enclosed  
Certificate of Judgment of Clearfield County Docket No. 02-1134-CD in the principal amount of  
**\$5,768.25** together with interest and costs of suit.

Date: October 1, 2002

By:

  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
1375 Martin Street, Suite 204  
State College, PA 16803  
Telephone: 814.234.2048

**FILED**

Atty pd.  
2000

Oct 03 2002

1cc notice to Def

William A. Shaw  
Prothonotary

Statement to Atty Kirt  
FEB

**COPY**

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

CLEARFIELD BANK AND TRUST : No. 02-1134-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: PRAECIPE FOR ENTRY  
CINDY J. JOHNSON : OF DEFAULT JUDGMENT  
Defendant : Filed on Behalf of: Plaintiff  
: Counsel of Record for this Party:  
: ALAN F. KIRK, ESQUIRE  
: Supreme Court # 36893  
: 1375 Martin Street, Suite 204  
: State College, PA 16803  
: (814) 234.2048

**TO: CINDY J. JOHNSON**

Notice is given that a JUDGMENT in the above-captioned matter has been entered  
against you in the amount of \$ 5,768.25 on October 3, 2002.

, Prothonotary

**COPY**

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

Clearfield Bank & Trust  
Plaintiff(s)

No.: 2002-01134-CD

Real Debt: \$5,768.25

Atty's Comm:

Vs.

Costs: \$

Int. From:

Cindy J. Johnson  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 3, 2002

Expires: October 3, 2007

Certified from the record this 3rd day of October, 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

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

CINDY J. JOHNSON

Defendant

No. 02-1134-CD

Type of Pleading: PRAECIPE FOR  
WRIT OF EXECUTION

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893

1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

**FILED** Atty pd. 20.00  
m/3/14 8:41 AM  
NOV 06 2002 cc Shff  
Lewistown  
desc. to Shff  
William A. Shaw  
Prothonotary  
G.P.S.

**PRAECIPE FOR WRIT OF EXECUTION**

**TO THE PROTHONOTARY OF CLEARFIELD COUNTY:**

Issue writ of execution in the above matter,

Amount due: **\$5,768.25**

Plus continuing interest on the principal balance from October 3, 2002, plus costs.

A description of the property to be levied upon and sold is attached hereto in duplicate, marked Exhibit "A" and made a part hereof.

This Praecipe is based on a Default Judgment. The Prothonotary is authorized to issue the Praecipe because notice has been served pursuant to Rule 2958.1 as evidenced by a Return of Service filed of record.

An Affidavit pursuant to Pa. R.C.P. Rule 3129.1 is attached hereto and marked Exhibit "B".

  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

**EXHIBIT "B":**

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**CLEARFIELD BANK & TRUST COMPANY**, Plaintiffs in the above action, by and through their attorney, Alan F. Kirk, Esq., set forth as of the date of the Praeclipe for Writ of Execution was filed, the following information concerning the real property located in the Township of Graham, Clearfield County, Pennsylvania, bounded and described on Exhibit "A" attached hereto.

1. The name and address of the owner of the property are as follows:

Cindy J. Johnson  
RR1, Box 669A  
Morrisdale, PA 16858

2. The name and address of the Defendants in judgment is as follows:

Cindy J. Johnson  
RR1, Box 669A  
Morrisdale, PA 16858

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

Clearfield Bank & Trust Company  
11 North Second Street  
Clearfield, PA 16830

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

Clearfield Bank & Trust Company  
11 North Second Street  
Clearfield, PA 16830

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

None

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:

Clearfield County Tax Claim Bureau  
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:

None

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.

Date: 11-5-02

Alan F. Kirk

Alan F. Kirk, Esquire  
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST : No. 02-1134-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: WRIT OF EXECUTION  
CINDY J. JOHNSON : Filed on Behalf of: Plaintiff  
Defendant :  
: Counsel of Record for this Party:  
: ALAN F. KIRK, ESQUIRE  
: Supreme Court # 36893  
: 1375 Martin Street, Suite 204  
: State College, PA 16803  
: (814) 234.2048

**SHERIFF'S SALE OF VALUABLE REAL ESTATE**

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the Clearfield County Courthouse, One North Second Street, Clearfield, Pennsylvania on \_\_\_\_\_, 2002, at \_\_\_\_\_ a.m., prevailing time.

**TERMS OF SALE**

The price or sum at which the property shall be struck off must be paid at the time of sale or such other arrangements made as will be approved, otherwise the property will be immediately put up and sold again at the expense and risk of the person to whom it was struck off and who, in case of deficiency of such resale, shall make good for the same and in no instance will the deed be presented for confirmation unless the money is actually paid to the Sheriff.

**NOTICE**

To all parties in interest and Claimants: A schedule of distribution will be filed by the Sheriff in his office the first Monday following the date of sale, and distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

CHESTER A. HAWKINS, SHERIFF

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 02-1134-CD
Plaintiff	:	
vs.	:	Type of Pleading: WRIT OF EXECUTION
CINDY J. JOHNSON	:	Filed on Behalf of: Plaintiff
Defendant	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

WRIT OF EXECUTION  
NOTICE

TO: Cindy J. Johnson

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

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

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

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

Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765.2641

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

CLEARFIELD BANK AND TRUST : No. 02-1134-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: WRIT OF EXECUTION  
CINDY J. JOHNSON : Filed on Behalf of: Plaintiff  
Defendant :  
: Counsel of Record for this Party:  
: ALAN F. KIRK, ESQUIRE  
: Supreme Court # 36893  
: 1375 Martin Street, Suite 204  
: State College, PA 16803  
: (814) 234.2048

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

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

CLEARFIELD BANK AND TRUST : No. 02-1134-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: WRIT OF EXECUTION  
CINDY J. JOHNSON : Filed on Behalf of: Plaintiff  
Defendant :  
: Counsel of Record for this Party:  
: ALAN F. KIRK, ESQUIRE  
: Supreme Court # 36893  
: 1375 Martin Street, Suite 204  
: State College, PA 16803  
: (814) 234.2048

**CLAIM FOR EXEMPTION**

To the Sheriff:

I, the above named Defendant, CINDY J. JOHNSON, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300 statutory exemption be

(i) Set aside in kind (specify property to be set aside in kind):  
\_\_\_\_\_;

(ii) Paid in cash following the sale of the property levied upon; or  
\_\_\_\_\_;

(b) I claim the following exemption (specify property and basis of  
exemption): \_\_\_\_\_;  
\_\_\_\_\_;

(2) From my property which is in the possession of a third party, I claim the  
following exemptions:

(a) My \$300 statutory exemption: \_\_\_\_ in cash: \_\_\_\_ in kind (specify  
property): \_\_\_\_\_

(b) Social Security benefits on deposit in the amount of \$\_\_\_\_\_;

(c) Other (specify amount and basis of exemption): \_\_\_\_\_

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at \_\_\_\_\_  
(address)

\_\_\_\_\_  
(telephone number)

I verify that the statements made in this Claim for Exemption are true and correct. 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.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS CLAIM TO BE FILED WITH THE OFFICE OF**

**THE SHERIFF OF CLEARFIELD COUNTY:**

**CLEARFIELD COUNTY COURTHOUSE**

**(814)765.2641**

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

Clearfield Bank & Trust

**COPY**

Vs.

NO.: 2002-01134-CD

Cindy J. Johnson

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST, Plaintiff(s) from CINDY J. JOHNSON, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See attached
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$5,768.25

PAID: \$120.00

INTEREST: from October 3, 2002 plus costs

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 11/06/2002



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

Requesting Party: Alan F. Kirk, Esq.  
1375 Martin Street, Ste. 204  
State College, PA 16803

\_\_\_\_\_  
Sheriff

"EXHIBIT A"

ALL that certain piece or parcel of land situate in the Township of Graham, County of Clearfield and State of Pennsylvania, bounded and described as follows:

Beginning at an iron pin located on the West side of State Route #2033. Said point is North sixty degrees, nineteen minutes, fifteen seconds West (N 60 19' 15"W) thirty-three feet (33.0) from the North-west corner of, now or formerly, Carol J. Wallace (Lot #1); thence along said road South twenty-eight degrees, thirty-seven minutes, forty-five seconds West (S 28 37' 45" W), two hundred twenty-four feet (224.0) to an Iron pin; thence along other lands of Grantors the following courses and distances, North sixty degrees, nineteen minutes, fifteen seconds West (N 60 19' 15"W), one hundred ninety-five feet (195.0) to an Iron pin; thence North twenty-eight degrees, thirty-seven minutes, forty-five seconds East (N 28 37' 45" E), two hundred twenty-four (224.0) to an Iron pin; thence South sixty degrees, nineteen minutes, fifteen seconds East (S 60 19' 15" E), one hundred ninety-five feet (195.0) to an Iron pin nad place of beginning.

KNOWN as Lot #2 on map prepared by Shirokey Surveys, and attached hereto and made a part hereof.

CONTAINING 1.0026 acres.

EXCEPTING AND RESERVING all exceptions and reservations which appear in prior chains of title.

Being a part of the same premises conveyed to the Grantors herein by Deed from Anna Mae Scott, Widow dated the 21st day of June 1946 and being recorded in the office of the Register and Recorder of Clearfield County, Pennsylvania in Deeds and Records Volume 372 at Page 112.

THIS IS A CONVEYANCE FROM PARENTS TO DAUGHTER. NO TRANSFER TAX DUE.

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

CLEARFIELD BANK AND TRUST : No. 02-1134-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: PRAECIPE FOR ENTRY  
CINDY J. JOHNSON : OF DEFAULT JUDGMENT  
Filed on Behalf of: Plaintiff  
Defendant :

**AFFIDAVIT OF SERVICE**

**FILED**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CENTRE :

JAN 21 2003

William A. Shaw  
Prothonotary

I, **ALAN F. KIRK, ESQUIRE**, being duly sworn according to law, deposes and says as follows:

1. I represent CLEARFIELD BANK AND TRUST COMPANY in the above-captioned proceedings, and have submitted Notice Of Sale and Affidavit Pursuant To Rule 3129.1 in the above-captioned matter.

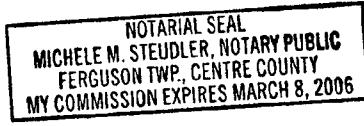
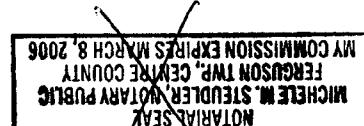
2. On January 14, 2003, pursuant to authority granted me by CLEARFIELD BANK AND TRUST COMPANY, I duly served upon Clearfield Bank and Trust Company at their place of business 11 North Second Street, Clearfield, Pennsylvania 16830 and Clearfield Tax Claim Bureau at their place of business at 230 E. Market Street, Clearfield, Pennsylvania 16830, by First Class U.S. Mail and have received a Certificate of Mailing herein. A true and correct copy of said Notice of Sale and Affidavit Pursuant To Rule 3129.1 is attached hereto.

*Alan F. Kirk*

Alan F. Kirk, Esquire  
Counsel for Plaintiff

Sworn to and subscribed  
before me this 14<sup>th</sup>  
day of January, 2003.

*Michele M. Steudler*  
Notary Public



U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From: <u>Mary F. Kirk, Esquire</u> <u>1375 Martin Street, Suite 204</u> <u>State College, PA 16803</u>	
One piece of ordinary mail addressed to: <u>Clearfield County Tax Claim Bureau</u> <u>1330 E. Market Street</u> <u>Clearfield, PA 16830</u>	

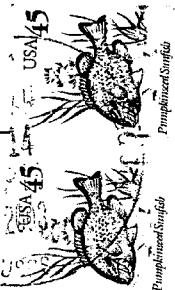
Affix fee here in stamp or meter postage and post mark. Inquire of Postmaster for current fee.



PS Form 3817, January 2001

U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From: <u>Mary F. Kirk, Esquire</u> <u>1375 Martin Street, Suite 204</u> <u>State College, PA 16803</u>	
One piece of ordinary mail addressed to: <u>Clearfield Bank + Trust Company</u> <u>111 Martin Street</u> <u>Clearfield, PA 16830</u>	

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.



PS Form 3817, January 2001

**EXHIBIT "B":**

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**CLEARFIELD BANK & TRUST COMPANY**, Plaintiffs in the above action, by and through their attorney, Alan F. Kirk, Esq., set forth as of the date of the Praeclipe for Writ of Execution was filed, the following information concerning the real property located in the Township of Graham, Clearfield County, Pennsylvania, bounded and described on Exhibit "A" attached hereto.

1. The name and address of the owner of the property are as follows:

Cindy J. Johnson  
RR1, Box 669A  
Morrisdale, PA 16858

2. The name and address of the Defendants in judgment is as follows:

Cindy J. Johnson  
RR1, Box 669A  
Morrisdale, PA 16858

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

Clearfield Bank & Trust Company  
11 North Second Street  
Clearfield, PA 16830

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

Clearfield Bank & Trust Company  
11 North Second Street  
Clearfield, PA 16830

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

None

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:

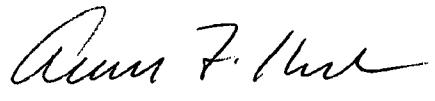
Clearfield County Tax Claim Bureau  
Clearfield, PA 16830

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:

None

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.

Date: 1-14-03

  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST COMPANY.	:	No. 02-1134-CD
vs.		
CINDY J. JOHNSON	:	Plaintiff
	:	Type of Pleading: WRIT OF EXECUTION
	:	Filed on Behalf of Plaintiff
	:	Defendant
	:	Counsel of Record for this Party: ALAN F. KIRK, ESQUIRE Supreme Court # 36893
	:	1375 Martin Street Suite 204 State College, PA 16803 (814) 234-2048

**SHERIFF'S SALE OF VALUABLE REAL ESTATE**

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the Clearfield County Courthouse, One North Second Street Clearfield, Pennsylvania on FRIDAY, FEBRUARY 7 2003 at 10:00 a.m., prevailing time.

**TERMS OF SALE**

The price or sum at which the property shall be struck off must be paid at the time of sale or such other arrangements made as will be approved, otherwise the property will be immediately put up and sold again at the expense and risk of the person to whom it was struck off and who, in case of deficiency of such resale, shall make good for the same and in no instance will the deed be presented for confirmation unless the money is actually paid to the Sheriff.

**NOTICE**

To all parties in interest and Claimants: A schedule of distribution will be filed by the Sheriff in his office the first Monday following the date of sale, and distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

CHESTER A. HAWKINS, SHERIFF

## "EXHIBIT A"

ALL that certain piece or parcel of land situate in the Township of Graham  
County of Clearfield and State of Pennsylvania, bounded and described as  
follows:

Beginning at an iron pin located on the West side of State Route  
#2033. Said point is North sixty degrees, nineteen minutes, fifteen  
seconds West (N 60 19' 15"W) thirty-three feet (33.0) from the North  
west corner of, now or formerly, Carol J. Wallace (Lot #1); thence a  
said road South twenty-eight degrees, thirty-seven minutes, forty-fi-  
seconds West (S 28 37' 45" W), two hundred twenty-four feet (224.0) :  
an Iron pin; thence along other lands of Grantors the following course  
and distances, North sixty degrees, nineteen minutes, fifteen seconds  
West (N 60 19' 15"W), one hundred ninety-five feet (195.0) to an Iron  
pin; thence North twenty-eight degrees, thirty-seven minutes, forty-f  
seconds East (N 28 37' 45" E), two hundred twenty-four (224.0) to an  
Iron pin; thence South sixty degrees, nineteen minutes, fifteen secon  
East (S 60 19' 15" E), one hundred ninety-five feet (195.0) to an Iron  
pin nad place of beginning.

KNOWN as Lot #2 on map prepared by Shirokey Surveys, and attached here  
to and made a part hereof.

CONTAINING 1.0026 acres.

EXCEPTING AND RESERVING all exceptions and reservations which appear  
in prior chains of title.

Being a part of the same premises conveyed to the Grantors herein by  
Deed from Anna Mae Scott, Widow dated the 21st day of June 1946 and  
being recorded in the office of the Register and Recorder of Clearfield  
County, Pennsylvania in Deeds and Records Volume 372 at Page 112.

THIS IS A CONVEYANCE FROM PARENTS TO DAUGHTER. NO TRANSFER TAX DUE.

SIEZED, taken in execution to be sold as the property of CINDY J. JOHNSON, at the  
suit of CLEARFIELD BANK & TRUST COMPANY. JUDGMENT NO. 02-1134-CD.

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

CLEARFIELD BANK AND TRUST : No. 02-1134-CD  
COMPANY, :

Plaintiff :

vs. :

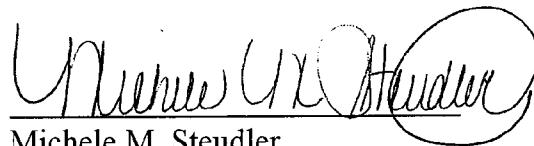
CINDY J. JOHNSON, :  
Defendant :

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Notice of Sheriff Sale and Affidavit Pursuant to Rule 3129.1 was served by U.S. Mail, First Class along with a Certificate of Mailing, this 14<sup>th</sup> day of January, 2003 upon the following:

**Clearfield County Tax Claim Bureau**  
230 E. Market Street  
Clearfield, PA 16830

**Clearfield Bank and Trust Company**  
Attention: Lori Kurtz  
11 North Second Street, P.O. Box 171  
Clearfield, PA 16830



Michele M. Steudler  
Assistant to Alan F. Kirk, Esquire  
Counsel for Plaintiff  
1375 Martin Street, Suite 204  
State College, PA 16801  
(814) 234.2048

FILED

NO CC

1/14/03

JAN 21 2003

William A. Shaw

William A. Shaw  
Prothonotary

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

**Sheriff Docket #** 13335

## CLEARFIELD BANK & TRUST

02-1134- CD

VS.

CINDY J. JOHNSON

**WRIT OF EXECUTION      REAL ESTATE**

## SHERIFF RETURNS

**NOW, NOVEMBER 22, 2002 @ 9:45 A.M. A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS ALSO POSTED THIS DATE.**

A SALE DATE OF FEBRUARY 7, 2003 WAS SET.

NOW, NOVEMBER 22, 2002 @ 9:45 A.M. SERVED CINDY J. JOHNSON, DEFENDANT, AT HER RESIDENCE R. R. #1, BOX 669A, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, 16858 BY HANDING TO CINDY J. JOHNSON, DEFENDANT, A TRUE AND ATTESTED ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, FEBRUARY 7, 2003 DEFENDANT PAID IN FULL PRIOR TO SALE.

NOW, FEBRUARY 7, 2003 SALE WAS CANCELLED BY THE PLAINTIFF.

**NOW, FEBRUARY 12, 2003 PAID COSTS FROM DEFENDANT PAY OFF AND PAID DEBT AMOUNT DUE PLAINTIFF.**

**NOW, FEBRUARY 12, RETURN WRIT AS NO SALE HELD.  
DEFENDANT PAID IN FULL.**

**SHERIFF HAWKINS \$301.68  
SURCHARGE \$20.00  
PAID BY ATTORNEY**

William A. Shaw  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13335

CLEARFIELD BANK & TRUST

02-1134-CD

VS.

CINDY J. JOHNSON

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

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Sworn to Before Me This

12<sup>th</sup> Day Of February, 2003  
William A. Shaw

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

So Answers,

Chester Hawkins  
By Anthony Butler - Auhorized  
Chester A. Hawkins  
Sheriff

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

Clearfield Bank & Trust

Vs.

NO.: 2002-01134-CD

Cindy J. Johnson

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST, Plaintiff(s) from CINDY J. JOHNSON, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See attached
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$5,768.25

PAID: \$120.00

INTEREST: from October 3, 2002 plus costs

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 11/06/2002



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 7th day  
of November A.D. 2002  
At 3:00 A.M./PM

Requesting Party: Alan F. Kirk, Esq.  
1375 Martin Street, Ste. 204  
State College, PA 16803

Chesler A. Hawkins  
Sheriff by Cynthia Butler Augerbaugh

"EXHIBIT A"

ALL that certain piece or parcel of land situate in the Township of Graham, County of Clearfield and State of Pennsylvania, bounded and described as follows:

Beginning at an iron pin located on the West side of State Route #2033. Said point is North sixty degrees, nineteen minutes, fifteen seconds West (N 60 19' 15"W) thirty-three feet (33.0) from the Northwest corner of, now or formerly, Carol J. Wallace (Lot #1); thence along said road South twenty-eight degrees, thirty-seven minutes, forty-five seconds West (S 28 37' 45" W), two hundred twenty-four feet (224.0) to an Iron pin; thence along other lands of Grantors the following courses and distances, North sixty degrees, nineteen minutes, fifteen seconds West (N 60 19' 15"W), one hundred ninety-five feet (195.0) to an Iron pin; thence North twenty-eight degrees, thirty-seven minutes, forty-five seconds East (N 28 37' 45" E), two hundred twenty-four (224.0) to an Iron pin; thence South sixty degrees, nineteen minutes, fifteen seconds East (S 60 19' 15" E), one hundred ninety-five feet (195.0) to an Iron pin nad place of beginning.

KNOWN as Lot #2 on map prepared by Shirokey Surveys, and attached hereto and made a part hereof.

CONTAINING 1.0026 acres.

EXCEPTING AND RESERVING all exceptions and reservations which appear in prior chains of title.

Being a part of the same premises conveyed to the Grantors herein by Deed from Anna Mae Scott, Widow dated the 21st day of June 1946 and being recorded in the office of the Register and Recorder of Clearfield County, Pennsylvania in Deeds and Records Volume 372 at Page 112.

THIS IS A CONVEYANCE FROM PARENTS TO DAUGHTER. NO TRANSFER TAX DUE.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME      JOHNSON      NO.      02-1134-CD

NOW, , 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 day of 2002, I exposed the within described real estate of to public venue or outcry at which time and place I sold the same to .

he/she being the highest bidder, for the sum of appropriations, viz:

and made the following

## SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	8.45
LEVY	15.00
MILEAGE	8.45
POSTING	15.00
CSDS	10.00
COMMISSION 2%	128.86
POSTAGE	5.92
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
BILLING/PHONE/FAX	5.00
<b>TOTAL SHERIFF</b>	

## DEBIT & INTEREST:

DEBT-AMOUNT DUE	6,443.15
INTEREST FROM 10/03/02	
TO BE ADDED	TO SALE DATE
<b>TOTAL DEBT &amp; INTEREST</b>	<b>6,443.15</b>
<b>COSTS:</b>	
ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	371.70
LATE CHARGES & FEES	
TAXES - collector	
TAXES - tax claim	TO 4/30/03
DUE	
COST OF SUIT -TO BE ADDED	
LIEN SEARCH	100.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	
DEED COSTS	
ATTORNEY COMMISSION	
SHERIFF COSTS	301.68
LEGAL JOURNAL AD	270.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	120
MORTGAGE SEARCH	40.00
<b>SATISFACTION FEE</b>	
<b>ESCROW DEFICIENCY</b>	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>1,083.38</b>

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

**Clearfield Bank &  
Trust Company**

# Memo

**To:** Clearfield County Sheriff  
**From:** Lori Kurtz  
**CC:** Alan Kirk  
**Date:** February 7, 2003  
**Re:** Cindy J. Johnson

---

Please cancel the above referenced sheriff sale that was scheduled for today.

The customer has paid in full.

Thank you for your time in this matter.

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

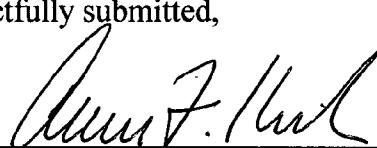
CLEARFIELD BANK AND TRUST : No. 02-1134-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: PRAECIPE  
CINDY J. JOHNSON : Filed on Behalf of: Plaintiff  
Defendant :  
: Counsel of Record for this Party:  
: ALAN F. KIRK, ESQUIRE  
: Supreme Court # 36893  
: 1375 Martin Street, Suite 204  
: State College, PA 16803  
: (814) 234.2048

PRAECIPE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please mark the above-captioned matter settled, discontinued and satisfied.

Respectfully submitted,

  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for the Plaintiff  
1375 Martin Street, Suite 204  
State College, PA 16803  
ID#36893  
Phone: 814.234.2048  
Fax: 814.234.4166

**FILED**

FEB 24 2003

William A. Shaw  
Prothonotary

**FILED**

Disc. to Atty

314.008H

FEB 24 2003

Copy to CJA

Satisfaction to Atty

William A. Shaw  
Prothonotary

G  
[initials]

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CC  
L

CIVIL DIVISION

**Clearfield Bank & Trust**

**Vs.** **No. 2002-01134-CD**  
**Cindy J. Johnson**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on February 24, 2003, marked:

Settled, Discontinued and Satisfied

Record costs in the sum of \$127.00 have been paid in full by Alan F. Kirk, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 24th day of February A.D. 2003.

---

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2002-01134-CD

Clearfield Bank & Trust

Debt: \$5,768.25

Vs.

Atty's Comm.:

Cindy J. Johnson

Interest From:

Cost: \$7.00

NOW, Monday, February 24, 2003 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 24th day of February, A.D. 2003.

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Prothonotary