

02-1249-CD
CLFD BANK AND TRUST CO. -vs- THOMAS E. FOSTER et al.

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

CLEARFIELD BANK AND TRUST : No. 02-1249-CO
COMPANY, :
Plaintiff :
vs. : Type of Pleading: COMPLAINT
THOMAS E. FOSTER and CAROLYN J. : Filed on Behalf of: Plaintiff
FOSTER :
Defendants :
: 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

AUG 12 2002
mjl/s4/Atty Kirk pd
William A. Shaw \$ 80.00
Prothonotary
acc Sherry

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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 Defendants are THOMAS E. FOSTER and CAROLYN J. FOSTER with a property address of 211 State Street, Curwensville, PA 16833 and a mailing address of 11478 Gordon LN, Mabank, Texas 75147-3404.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated January 10, 1997, in the principal amount of

\$99,000.00 a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Volume 1814 at Page 203 on January 10, 1997.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Borough of Curwensville, 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 \$ 99,000.00 as set forth in Promissory Note dated January 10, 1997. 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 April 10, 2001, 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 March 19, 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 Defendants have not availed themselves under the pertinent provisions of the Homeowners' Emergency Assistance Act.

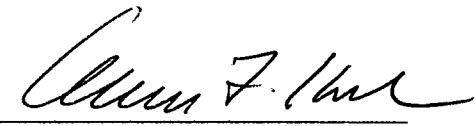
9. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants are not on active duty with the armed forces of the United States.

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

(a)	Principal Balance	\$ 99,000.00
(b)	Interest per diem of 14.11243 from 3/10/01 to 7/29/02	\$ 8,321.80
(c)	Late Charges	\$ 718.57
(d)	Satisfaction Fee	\$ 18.50
(e)	Attorney Collection Fee	<u>\$ 9,900.00</u>
FINAL TOTAL		\$117,958.87

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$117,958.87** plus interest at .00%, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,



Alan F. Kirk, Esquire
Attorney for Plaintiff

Date: July 29, 2002

MORTGAGE

VOL 1814 PG 203

This Mortgage is made this 10th day of January, 1997 between the Mortgagor Thomas E. Foster and Carolyn J. Foster

(herein "Borrower") and the MORTGAGEE, CLEARFIELD BANK & TRUST COMPANY, a corporation organized and existing under the law of Pennsylvania, whose address is 11 North Second Street, Clearfield, PA 16830 (herein "Lender").

WHEREAS, Borrower and Lender have executed a Promissory Note concurrent herewith providing for a loan to Borrower from Lender of the Principal sum of Ninety-nine thousand and 00/100 (\$99,000.00);

WHEREAS, said loan is also secured by a Promissory Note with Borrower as maker and Lender as holder, of even date herewith (herein "Note") providing for 240 installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 10, 2017.

NOW THEREFORE, as security for the repayment of the indebtedness evidenced by the Note and the Loan and Security Agreement, with interest thereon, and all renewals, extensions and modification; the payment of all other sums, with interest, advanced under paragraph 6 hereof to protect the security of this mortgage; and the performance of Borrower's covenants and agreements under this Mortgage, the Note and the Loan and Security Agreement; and for the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 22 hereof (herein "future advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Clearfield, State of Pennsylvania:

See Schedule A - Exhibit

which has the address of 211 State Street (Street)
Curwensville 16833
(City) (Zip Code)
(herein "Property Addresses");

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

TOGETHER WITH all leases and other agreements affecting the use and occupancy of the Property now or hereafter entered into, all licenses and agreements relating to the operation or maintenance of the Property and all rights of Borrower to payment under any such agreement, which is at the time not yet earned by performance (all such leases, licenses and other agreements and such rights thereunder are hereinafter referred to individually as a "Contract Right" or a "lease" and collectively as "Contract Rights or Leases");

EXHIBIT

tabbies

TOGETHER WITH all rents, receipts, deposits, issues, profits and other income of any and all kinds received or receivable and due or to become due from the sale or lease of all or a portion of the Property (all of such proceeds, receipts and income are hereinafter collectively referred to as the "Income and Rents" and all such rights are hereinafter referred to individually as an "Account Receivable" and collectively as "Accounts Receivable");

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record listed in the Certificate of title delivered to Lender by Borrower's counsel concurrent with the execution and delivery of this Mortgage. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record accepted by Lender.

BORROWER AND LENDER covenant and agree as follows:

1. **Payment of Principal and Interest.**

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

2. **Application of Payments.**

Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to interest due; and last, to principal due.

3. **Charges; Liens.**

Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

4. Hazard Insurance.

Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable withheld.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Preservation and Maintenance of Property; Leaseholds.

Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. **Protection of Lender's rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in THE PROPERTY *such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **Inspection.**

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

8. **Condemnation.**

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

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

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

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

9. **Borrower Not Released; Forbearance By Lender Not a Waiver.**
Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refused to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
10. **Remedies Cumulative.**
All remedies provided in this mortgage are distinct and cumulative to any other right or remedy under this Mortgage or under the Note or Loan and Security Agreement or afforded by law or equity and may be exercised concurrently, independently or successively.
11. **Successors and Assigns Bound; Joint and Several Liability; Cosigners.**
The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent.
12. **Loan Charges.**
If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
13. **Legislation Affecting Lender's Rights.**
If enactment or expiration of applicable laws has the effect of rendering any provision of the Note, Loan and Security Agreement or this Mortgage unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 17.

14. Notices.

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

15. Governing Law; Severability.

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

16. Transfer of the Property or a Beneficial Interest in Borrower.

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

If Lender exercised this option, Lender shall give Borrower notice of acceleration. Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

17. Acceleration; Remedies.

Upon default by Borrower of any covenant or agreement in the Note, Loan and Security Agreement or this Mortgage, Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, attorney's fees and cost of title evidence to the extent permitted by applicable law.

18. Lender in Possession.

Upon acceleration under paragraph 17 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage.

19. Release.

Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

20. Purchase Money Mortgage.

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

21. Interest Rate After Judgment.

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

22. Future Advances.

Upon request of Borrower, Lender, at Lender's option prior to release of this mortgage, may make future advances to Borrower. Such future advances, with interest thereon, shall be secured by this mortgage when evidenced by a Promissory Note stating that said Notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

23. Environmental Hazards.

Borrower agrees that Borrower:

(a) (1) shall not generate, transfer, store, dispose of, or permit or suffer to be generated, transferred, stored or disposed of hazardous or toxic waste in, upon, or under the Property except in strict accordance with federal and Pennsylvania laws, rules, regulations and permits; and (2) shall reimburse the Lender on demand, for all costs expended by the Lender or which the Lender is required to pay to any governmental agency or otherwise for environmental audits, studies, inspections, cleanup, removal, or transportation with respect to or from the Property of hazardous or toxic wastes; (3) Borrower provides Lender access to the property at all times to perform its due diligence;

(b) shall not discharge or release or permit or suffer to be discharged or released hazardous or toxic substances in, upon, or under any land or soil which is included in the Property in such a way that such substances become discharged or released upon any such land or soil;

(c) shall comply with all orders or decrees now or hereafter issued by any federal, state or local governmental agency concerning the generation, transfer, storage or disposal of hazardous or toxic substances or the discharge or release of the same in, on under or from the Property or requiring the clean-up or elimination of hazardous or toxic substances in, upon, under, or from the Property;

(d) shall promptly reimburse any federal or state governmental agency which has expended funds or incurred costs or expenses for environmental audit, study or inspection of the Property or for cleanup, removal or elimination of hazardous or toxic substances in, upon, or under the Property;

(e) where permits are issued or required by any federal or state agency related to or with respect to the Property, the Borrower shall submit annual reports to the Lender showing compliance with such permits; and

(f) shall report or submit to the Lender promptly: (1) any request received by the Borrower for information, inquiry, investigation, notice or violation, administrative order, penalty assessment, suit, or directive from any federal, state or local agency concerning the Property and toxic or hazardous substances, environmental pollution, health risk or safety risk at the Property, and (2) notice of any suit brought by any person or entity alleging any environmental damage or threat, nuisance, non-compliance or health or safety risk related to the Property.

(g) Any violation authorizes Lender to cancel any commitment to advance funds under any note secured by this mortgage, to accelerate any amounts outstanding on this note, or any other note, or allow for foreclosure to be instituted immediately.

24. **Riders to this Mortgage.**

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

Adjustable Rate Rider Condominium Rider

2-4 Family Rider Graduated Payment Rider

Planned Unit Development Rider

Other(s) [specify]

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

Witnesses:

John T. Morgan

Mr. Thomas E. Foster (Seal)
Borrower
Thomas E. Foster

Carolyn J. Foster

Carolyn J. Foster (Seal)
Borrower
Carolyn J. Foster

COMMONWEALTH OF PENNSYLVANIA:
: ss.
COUNTY OF CLEARFIELD :

VOL 1814 PAGE 241

On this, the 10th day of January, 1997,
before me the undersigned officer, personally appeared Thomas E. Foster and Carolyn J. Foster,
known to me (or satisfactorily proven) to be the person whose names
are
subscribed to the within instrument and acknowledged that they
executed the same for the purposes herein contained.

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

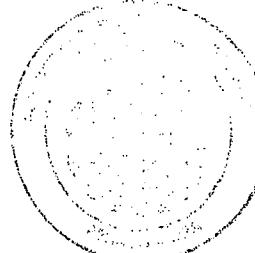
Anne L. Morgan
Notary Public
NOTARIAL SEAL
ANNE L. MORGAN, Notary Public
Clearfield, Clearfield County, Pa.
My Commission Expires Feb 11, 1999

I certify that the precise
address of the within named
lender is: P.O. Box 171, Clearfield, PA 16830

Thomas E. Foster
Signature

Notary Public, State of Pennsylvania
My Commission Expires Feb 11, 1999
Clearfield County, Pennsylvania

CLEARFIELD COUNTY
RECORD OF RECORD
DATE 11/21/96 10-97
BY Thomas Morgan
FEE \$5.50
Karen L. Skarck, Recorder



Carolyn J. Foster
Carolyn J. Foster
Recorder of Deeds

SCHEDULE A - EXHIBIT

ALL that certain piece or parcel of ground situate in the BOROUGH OF CURWENSVILLE, County of Clearfield and State of Pennsylvania, bounded and described as follows:

PARCEL NO. 1: BEGINNING at a corner on the northern side of State Street, being also the corner of lot formerly of Richard Spencer, now of Thomas and Karen Neff, being the southeast corner of the said Neff's and the southwest corner of the land herein described; thence by the said Neff lot North 32 degrees 15 minutes East for a distance of 270.0 feet to a corner on the line of lot of Bradley Sheeder; thence by his lot, South 57 degrees 45 minutes East for a distance of 33.6 feet to a corner; thence North 32 degrees 15 minutes East for a distance of 9.9 feet to a corner of land now or formerly of Hepburnia Coal Co.; thence by said land and land of John F. Beard South 57 degrees 45 minutes East for a distance of 358.8 feet to a corner on the right of way of the B & O Railroad; thence by the said right of way South 52 degrees 53 minutes West for a distance of 80.5 feet to a concrete monument; thence still by said railroad right of way South 65 degrees 16 minutes West for a distance of 100.7 feet to a concrete monument; thence still by the said railroad right of way South 46 degrees 44 minutes West for a distance of 62.26 feet to a corner on the line of State Street extended; thence by the north line of State Street the following courses and distances North 80 degrees 25 minutes West for a distance of 68.9 feet North 69 degrees 25 minutes West for a distance of 40.6 feet North 67 degrees 42 minutes West for a distance of 94.4 feet North 58 degrees 22 minutes West for a distance of 5.4 feet North 64 degrees 52 minutes West for a distance of 82.3 feet and North 48 degrees 00 minutes West for a distance of 10.5 feet to the place of beginning. Containing 1.9813 acres, having erected thereon a stone dwelling of three stories.

PARCEL NO. 2: Being a piece of ground 12 feet square including a certain spring to which John Irvin heretofore laid pipes and being part of a larger piece of land, bounded and described as follows:

BEGINNING at a post; thence North 71 degrees West about 26 perches to stones, being the original corner of the tract; thence along said tract line and land formerly of John Patton North 5 degrees West 59 perches; thence south 71 degrees East along original tract line 60 perches; thence along original tract line North 23 and one-half degrees West 62 perches and thence continuing in the same course about 15 perches to post and place of beginning.

BEING the same premises as was conveyed by a Deed dated August 5, 1996 from Noble Lodge No. 480 Free and Accepted Masons of Pennsylvania to the Mortgagors herein recorded August 8, 1996 in Volume 1779 Page 243.

Subject to the easements and rights of way as contained in the aforementioned deed.

BEING identified in the Clearfield County Mapping and Assessment Office as Map No. 6.2-I09-293-22

PARCEL NO. 1: BEGINNING at a corner on the northern side of State Street, being also the corner of lot formerly of Richard Spencer, now of Thomas and Karen Nell, being the southwester corner of the said Nell's and the southwest corner of the land herein described; thence by the said Nell lot North 32 degrees 15 minutes East for a distance of 270.0 feet to a corner on the line of lot of Bradley Sheddler; thence by his lot, South 57 degrees 45 minutes East for a distance of 33.6 feet to a corner; thence North 32 degrees 15 minutes East for a distance of 9.9 feet to a corner of land now or formerly of Hephzibah Coal Co.; thence by said land and land of John F. Beard South 57 degrees 45 minutes East for a distance of 358.8 feet to a corner on the right of way of the B & O Railroad; thence by the said right of way South 52 degrees 53 minutes West for a distance of 80.5 feet to a concrete monument; thence still by said railroad right of way South 65 degrees 16 minutes West for a distance of 100.7 feet to a concrete monument; thence still by the said railroad right of way South 46 degrees 44 minutes West for a distance of 62.26 feet to a corner on the line of State Street extended; thence by the north line of State Street the following courses and distances North 80 degrees 25 minutes West for a distance of 68.9 feet; North 69 degrees 25 minutes West for a distance of 40.6 feet; North 67 degrees 42 minutes West for a distance of 94.4 feet; North 58 degrees 22 minutes West for a distance of 5.4 feet; North 64 degrees 52 minutes West for a distance of 82.3 feet; and North 48 degrees 00 minutes West for a distance of 10.5 feet to the place of beginning. Containing 1.9813 acres, having erected thereon a stone dwelling of three stories.

BEING the residue of premises conveyed by Hugh M. Irvin to Hugh M. Irvin, George L. Bonner, Merrill A. Caldwell, Arch M. Dunsmore, H. Philip Thompson, P.B. Swope and Ashley M. Bloom, Trustees of the Masonic Building Association of Curwensville, Pennsylvania by Deed dated April 28, 1923 and recorded in the Recorder's Office of Clearfield County in Deed Book Volume 262, Page 278. A lot reserved in said Deed was a parcel conveyed to H. Philip Thompson on March 13, 1923 by Mary I.T. Orsdy, et al and recorded in Deed Book Volume 262, Page 14 in the Recorder's Office of Clearfield County, Pennsylvania.

PARCEL NO. 2: Being a piece of ground 12 feet square including a certain spring to which John Irvin heretofore laid pipe and being part of a larger piece of land, bounded and described as follows:

BEGINNING at a post; thence North 71 degrees West about 26 perches to stones, being the original corner of the tract; thence along said tract line and land formerly of John Patton North 5 degrees West 59 perches; thence south 71 degrees East along original tract line 60 perches; thence along original tract line North 23 and one-half degrees West 62 perches and thence continuing in the same course about 15 perches to post and place of beginning.

TOGETHER with the right of way privilege for pipe line as conveyed to John Irvin by E.A. Irvin and Emma, his wife, by Deed dated June 2, 1890 and recorded in Deed Book No. 68 at Page 14, together with all other rights, liberties and privileges unto the said (12) feet square of ground belonging or in anywise appertaining. Having erected thereon a stone structure used as a reservoir.

There is also an exception or reservation unto the owners of Lot marked as H. Philip Thompson, now owned by Thomas and Karen Nell and their successors in title the right, privilege, liberty, leave and license of entering upon said piece of land for the purpose of making a water pipe connection with the present water supply from the spring located on the piece of land described in parcel No. 2 and maintaining the same, and using the water obtained free from any and all charge therefore. And any other rights, privileges of any former grantee of the said Grantor that may be in the nature of water lines, sewer lines, electric lines, or any other utilities contained in any easements not precisely mentioned in this transfer of land.

SUBJECT to a right-of-way conveyed to Nancy J. Sheddler by Deed dated June 3, 1993 and recorded in Clearfield County Deed Book 1541, Page 193, being an access right of way over land of Noble Lodge No. 450, with sewer and water line rights also over or in said right of way.

EXHIBIT

Tables
B



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.

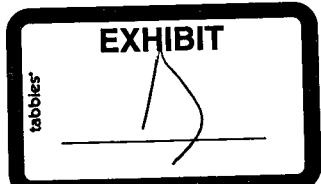
This Notice explains how the program works.

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):	Dr. Thomas E. Foster Carolyn J. Foster
MAILING ADDRESS:	11478 Gordon Ln Mabank TX 75147-3404
LOAN ACCT. NO.:	30409580
ORIGINAL LENDER:	Clearfield Bank & Trust Company
CURRENT LENDER/SERVICER:	Clearfield Bank & Trust Company
DATE:	March 19, 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: Commercial Property (Bed & Breakfast) 211 State St. Curwensville PA

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:

12 payments @ \$449.40 = \$5,392.80

Other charges (explain/itemize): Late Charges of \$544.34

TOTAL AMOUNT PAST DUE: \$5,937.14

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 \$ 5,937.14, 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:

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

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:

DR Thomas E Foster
11478 Gordon LN
Mabank TX 75147-3404

COMPLETE THIS SECTION ON DELIVERY

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

C. Signature

X *Dr. Thomas E Foster* MAR 25 1999
 Agent Addres

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

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchand
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes

2. Article Number (Copy from service label)

7000 0600 0021 0143 8556

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-05

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:

DR. Thomas E Foster
11478 Gordon LN
Mabank, TX 75147-3404

COMPLETE THIS SECTION ON DELIVERY

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

MAR 25 1999

C. Signature

X *Dr. Thomas E Foster* Agent Addres

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

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchand
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes

2. Article Number (Copy from service label)

7000 0600 0021 0143 8587

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-05

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

(Domestic Mail Only. No Insurance Coverage Provided)

Article Sent To:

DR Thomas E Foster

0143 8556

Postage

\$

Certified Fee

\$

Return Receipt Fee
(Endorsement Required)

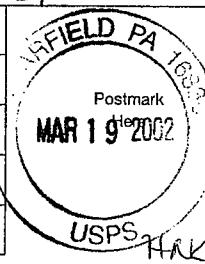
\$

Restricted Delivery Fee
(Endorsement Required)

\$

Total Postage & Fees

\$



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

Street, Apt. No. or PO Box No.

11478 Gordon LN

City, State, ZIP+4

Mabank TX 75147-3404

USPS

HAK

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

(Domestic Mail Only. No Insurance Coverage Provided)

Article Sent To:

DR Thomas E Foster

0143 8587

Postage

\$

Certified Fee

\$

Return Receipt Fee
(Endorsement Required)

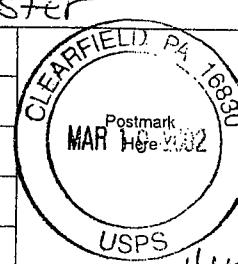
\$

Restricted Delivery Fee
(Endorsement Required)

\$

Total Postage & Fees

\$



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

Street, Apt. No. or PO Box No.

11478 Gordon LN

City, State, ZIP+4

Mabank TX 75147-3404

USPS

HAK

PS Form 3800, July 1999

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:

Carolyn J Foster
11478 Gordon LN
Mabank TX 75147-3404
HNC

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) **MAR 25 2002** B. Date of De

C. Signature

X *Carolyn J Foster* Agent Addres

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

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchand
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)

7000-0600-0021-0143-8570

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0

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:

Carolyn J Foster
11478 Gordon LN
Mabank TX 75147-3404
HNC

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) **MAR 25 2002** B. Date of Deli

C. Signature

X *Carolyn J Foster* Agent Addres

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

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchand
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)

7000-0600 0021 0143 8563

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-09

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

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Carolyn J Foster

Postage

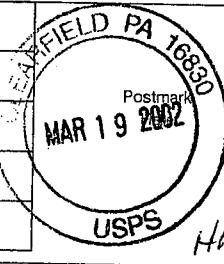
\$

Certified Fee

Return Receipt Fee
(Endorsement Required)Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$



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

Carolyn J Foster

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

11478 Gordon LN

City, State, ZIP+4

Mabank TX 75147-3404

PS Form 3800, July 1999

NPS Reverse side for instructions

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

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Carolyn J Foster

Postage

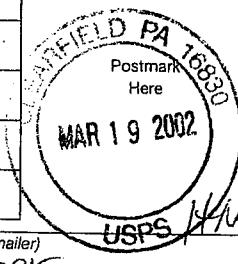
\$

Certified Fee

Return Receipt Fee
(Endorsement Required)Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$



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

Carolyn J Foster

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

11478 Gordon LN

City, State, ZIP+4

Mabank TX 75147-3404

NPS Reverse side for instructions

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:

Thomas Foster
c/o John R Lhota
Attorney at Law
110 N 2nd Street
Clearfield PA 16830
HAK

2. Article Number (Copy from service label)

7000 0600 0021 0143 8594

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of De
Gloria English MAR 20
C. Signature

Gloria English Agent
 Address

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

MAR 20 2002

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Thomas Foster
c/o John R Lhota
Attorney at Law
110 N 2nd Street
Clearfield PA 16830
HAK

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of De
Gloria English MAR 20
C. Signature

Gloria English Agent
 Address

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)

7000 0600 0021 0143 8600

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-09

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

(Domestic Mail Only. No Insurance Coverage Provided)

Article Sent To:

Thomas Foster c/o John R. Lhota

 Postage

\$

 Certified Fee

\$

 Return Receipt Fee

(Endorsement Required)

\$

 Restricted Delivery Fee

(Endorsement Required)

\$

 Total Postage & Fees

\$



0143

 Postage

\$

 Certified Fee

\$

 Return Receipt Fee

(Endorsement Required)

\$

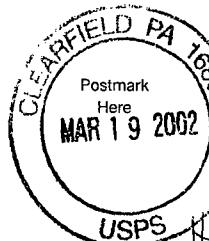
 Restricted Delivery Fee

(Endorsement Required)

\$

 Total Postage & Fees

\$



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

Thomas Foster c/o John R. Lhota

Street, Apt. No. or PO Box No.

110 N 2nd Street

City, State, ZIP+4

Clearfield PA 16830

PS Form 3800-11-109

See Reverse for Instructions

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

Thomas Foster c/o John R. Lhota

Street, Apt. No. or PO Box No.

110 N 2nd Street

City, State, ZIP+4

Clearfield PA 16830

PS Form 3800-11-109

See Reverse for Instructions

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: 8-02-02

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12923

CLEARFIELD BANK & TRUST COMPANY

02-1249-CD

VS.

FOSTER, THOMAS E. & CAROLYN J.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW AUGUST 19, 2002, SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THOMAS E. FOSTER, DEFENDANT BY CERT. MAIL # 7001 1940 0001 9405 9475 AT 11478 GORDON LN., MABANK, TX. 75147-3404 BEING HIS LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN ENDORSED BY DEFENDANT. LETTER WAS SENT MARKED "ADDRESSEE ONLY".

NOW AUGUST 14, 2002 MAILED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE TO CAROLYN J. FOSTER, DEFENDANT BY CERT. MAIL # 7001 1940 0001 9405 9482 AT 11478 GORDON LN, MABANK, TX. 75147-3404 BEING HER LAST KNOWN ADDRESS. THE LETTER IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "UNCLAIMED". THE LETTER WAS SENT MARKED "ADDRESSEE ONLY".

Return Costs

Cost	Description
41.51	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

FILED

SEP 20 2002
240
William A. Shaw
Prothonotary

Sworn to Before Me This

20 Day Of Sept 2002

cl
FILED

SEP 20 2002

So Answers,

Chester A. Hawkins
by Maury A. Harry
Chester A. Hawkins
Sheriff

William A. Shaw
Prothonotary

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:

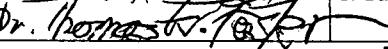
THOMAS E. FOSTER
11478 Gordon Ln
Mabank, TX 75147-3404

COMPLETE THIS SECTION ON DELIVERY

A. Signature

 Agent Addressee

B. Received by (Printed Name)

 8-19-02

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number

(Transfer from service)

7001 1940 0001 9405 9475

UNITED STATES POSTAL SERVICE



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

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

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

12923

09

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

9475
9405
94001
1940
2001
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Postage	\$ 1.52
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 9.07

ADDRESS
ONLY

Postmark
Here
8/14/01

Sent To
THOMAS E. FOSTER
Street, Apt. No.;
or PO Box No.
11478 Cordon Ln.
City, State, ZIP+ 4
Mabank, TX 75147-3404

PS Form 3810, January 2001
See Reverse for instructions

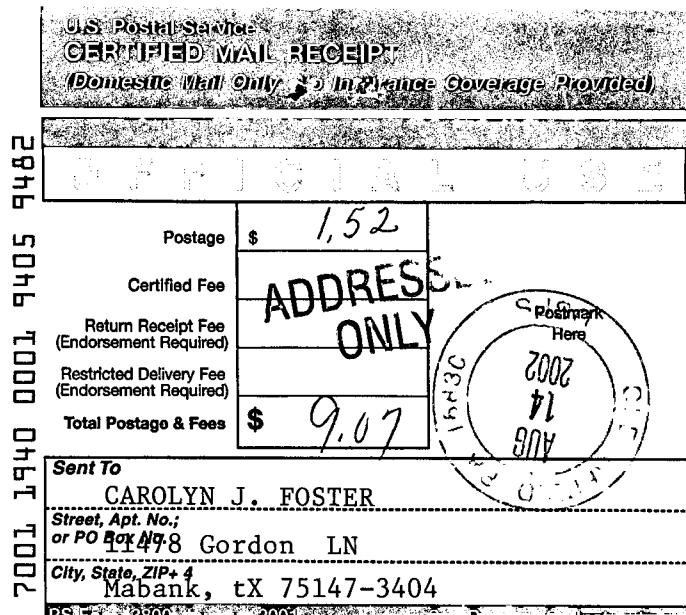
Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece *12923*
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

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

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



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



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



7001 1940 0001 9405 9482

CAROLYN J. FOSTER
578 Gordon Ln
Mabank, TX 76457-3404

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COPY

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

CLEARFIELD BANK AND TRUST : No. 02-1249-CO
COMPANY, :
Plaintiff :
vs. : Type of Pleading: COMPLAINT
THOMAS E. FOSTER and CAROLYN J. : Filed on Behalf of: Plaintiff
FOSTER :
Defendants :
: 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

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

AUG 12 2002

Attest.

William B. Shanahan
Prothonotary/
Clerk of Courts

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

CLEARFIELD BANK AND TRUST : No.
COMPANY, :
Plaintiff :
vs. : Type of Pleading: COMPLAINT
THOMAS E. FOSTER and CAROLYN J. : Filed on Behalf of: Plaintiff
FOSTER :
Defendants :
: 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 Defendants are THOMAS E. FOSTER and CAROLYN J. FOSTER with a property address of 211 State Street, Curwensville, PA 16833 and a mailing address of 11478 Gordon LN, Mabank, Texas 75147-3404.
3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated January 10, 1997, in the principal amount of

\$99,000.00 a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Volume 1814 at Page 203 on January 10, 1997.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Borough of Curwensville, 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 \$ 99,000.00 as set forth in Promissory Note dated January 10, 1997. 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 April 10, 2001, 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 March 19, 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 Defendants have not availed themselves under the pertinent provisions of the Homeowners' Emergency Assistance Act.

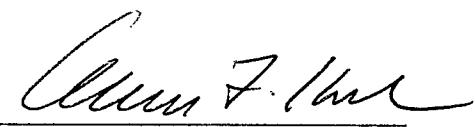
9. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants are not on active duty with the armed forces of the United States.

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

(a)	Principal Balance	\$ 99,000.00
(b)	Interest per diem of 14.11243 from 3/10/01 to 7/29/02	\$ 8,321.80
(c)	Late Charges	\$ 718.57
(d)	Satisfaction Fee	\$ 18.50
(e)	Attorney Collection Fee	<u>\$ 9,900.00</u>
FINAL TOTAL		\$117,958.87

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$117,958.87** plus interest at .00%, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,



Alan F. Kirk, Esquire
Attorney for Plaintiff

Date: July 29, 2002

MORTGAGE

VOL 1814 NO 203

This Mortgage is made this 10th day of January, 1997 between the Mortgagor Thomas E. Foster and Carolyn J. Foster

(herein "Borrower") and the MORTGAGEE, CLEARFIELD BANK & TRUST COMPANY, a corporation organized and existing under the law of Pennsylvania, whose address is 11 North Second Street, Clearfield, PA 16830 (herein "Lender").

WHEREAS, Borrower and Lender have executed a Promissory Note concurrent herewith providing for a loan to Borrower from Lender of the Principal sum of Ninety-nine thousand and 00/100 (\$99,000.00);

WHEREAS, said loan is also secured by a Promissory Note with Borrower as maker and Lender as holder, of even date herewith (herein "Note") providing for 240 installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 10, 2017.

NOW THEREFORE, as security for the repayment of the indebtedness evidenced by the Note and the Loan and Security Agreement, with interest thereon, and all renewals, extensions and modification; the payment of all other sums, with interest, advanced under paragraph 6 hereof to protect the security of this mortgage; and the performance of Borrower's covenants and agreements under this Mortgage, the Note and the Loan and Security Agreement; and for the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 22 hereof (herein "future advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Clearfield, State of Pennsylvania:

See Schedule A - Exhibit

which has the address of 211 State Street (Street)
Curwensville 16833
(City) (Zip Code)
(herein "Property Addresses");

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

TOGETHER WITH all leases and other agreements affecting the use and occupancy of the Property now or hereafter entered into, all licenses and agreements relating to the operation or maintenance of the Property and all rights of Borrower to payment under any such agreement, which is at the time not yet earned by performance (all such leases, licenses and other agreements and such rights thereunder are hereinafter referred to individually as a "Contract Right" or a "lease" and collectively as "Contract Rights or Leases");

EXHIBIT

tabby's

TOGETHER WITH all rents, receipts, deposits, issues, profits and other income of any and all kinds received or receivable and due or to become due from the sale or lease of all or a portion of the Property (all of such proceeds, receipts and income are hereinafter collectively referred to as the "Income and Rents" and all such rights are hereinafter referred to individually as an "Account Receivable" and collectively as "Accounts Receivable");

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record listed in the Certificate of title delivered to Lender by Borrower's counsel concurrent with the execution and delivery of this Mortgage. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record accepted by Lender.

BORROWER AND LENDER covenant and agree as follows:

1. Payment of Principal and Interest.

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

2. Application of Payments.

Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to interest due; and last, to principal due.

3. Charges; Liens.

Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

4. **Hazard Insurance.**

Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable withheld.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. **Preservation and Maintenance of Property; Leaseholds.**

Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. **Protection of Lender's rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in THE PROPERTY *such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **Inspection.**

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

8. **Condemnation.**

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

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

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

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

9. **Borrower Not Released; Forbearance By Lender Not a Waiver.**
Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refused to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
10. **Remedies Cumulative.**
All remedies provided in this mortgage are distinct and cumulative to any other right or remedy under this Mortgage or under the Note or Loan and Security Agreement or afforded by law or equity and may be exercised concurrently, independently or successively.
11. **Successors and Assigns Bound; Joint and Several Liability; Cosigners.**
The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent.
12. **Loan Charges.**
If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
13. **Legislation Affecting Lender's Rights.**
If enactment or expiration of applicable laws has the effect of rendering any provision of the Note, Loan and Security Agreement or this Mortgage unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 17.

14. Notices.

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

15. Governing Law; Severability.

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

16. Transfer of the Property or a Beneficial Interest in Borrower.

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

If Lender exercised this option, Lender shall give Borrower notice of acceleration. Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

17. Acceleration; Remedies.

Upon default by Borrower of any covenant or agreement in the Note, Loan and Security Agreement or this Mortgage, Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, attorney's fees and cost of title evidence to the extent permitted by applicable law.

18. Lender in Possession.

Upon acceleration under paragraph 17 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage.

19. **Release.**

Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

20. **Purchase Money Mortgage.**

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

21. **Interest Rate After Judgment.**

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

22. **Future Advances.**

Upon request of Borrower, Lender, at Lender's option prior to release of this mortgage, may make future advances to Borrower. Such future advances, with interest thereon, shall be secured by this mortgage when evidenced by a Promissory Note stating that said Notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

23. **Environmental Hazards.**

Borrower agrees that Borrower:

(a) (1) shall not generate, transfer, store, dispose of, or permit or suffer to be generated, transferred, stored or disposed of hazardous or toxic waste in, upon, or under the Property except in strict accordance with federal and Pennsylvania laws, rules, regulations and permits; and (2) shall reimburse the Lender on demand, for all costs expended by the Lender or which the Lender is required to pay to any governmental agency or otherwise for environmental audits, studies, inspections, cleanup, removal, or transportation with respect to or from the Property of hazardous or toxic wastes; (3) Borrower provides Lender access to the property at all times to perform its due diligence;

(b) shall not discharge or release or permit or suffer to be discharged or released hazardous or toxic substances in, upon, or under any land or soil which is included in the Property in such a way that such substances become discharged or released upon any such land or soil;

(c) shall comply with all orders or decrees now or hereafter issued by any federal, state or local governmental agency concerning the generation, transfer, storage or disposal of hazardous or toxic substances or the discharge or release of the same in, on under or from the Property or requiring the clean-up or elimination of hazardous or toxic substances in, upon, under, or from the Property;

(d) shall promptly reimburse any federal or state governmental agency which has expended funds or incurred costs or expenses for environmental audit, study or inspection of the Property or for cleanup, removal or elimination of hazardous or toxic substances in, upon, or under the Property;

(e) where permits are issued or required by any federal or state agency related to or with respect to the Property, the Borrower shall submit annual reports to the Lender showing compliance with such permits; and

(f) shall report or submit to the Lender promptly: (1) any request received by the Borrower for information, inquiry, investigation, notice or violation, administrative order, penalty assessment, suit, or directive from any federal, state or local agency concerning the Property and toxic or hazardous substances, environmental pollution, health risk or safety risk at the Property, and (2) notice of any suit brought by any person or entity alleging any environmental damage or threat, nuisance, non-compliance or health or safety risk related to the Property.

(g) Any violation authorizes Lender to cancel any commitment to advance funds under any note secured by this mortgage, to accelerate any amounts outstanding on this note, or any other note, or allow for foreclosure to be instituted immediately.

24. Riders to this Mortgage.

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

Adjustable Rate Rider Condominium Rider

2-4 Family Rider Graduated Payment Rider

Planned Unit Development Rider

Other(s) [specify]

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

Witnesses:

John T. Morgan

Mr. Thomas E. Foster (Seal)
Borrower
Thomas E. Foster

John T. Morgan

Carolyn J. Foster (Seal)
Borrower
Carolyn J. Foster

VOL 181A 4/10/21

COMMONWEALTH OF PENNSYLVANIA: : SS.
COUNTY OF CLEARFIELD :

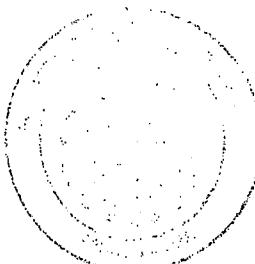
IN WITNESS WHEREOF, I hereunto set my hand
and official seal.

Anne L. Morgan
Notary Public **NOTARIAL SEAL**
ANNE L. MORGAN, Notary Public
Clearfield, Clearfield County, Pa.
My Commission Expires: 11, 1939

I certify that the precise
address of the within named
lender is: P.O. Box 171, Clearfield, PA 16830

Signature

GRANT COUNTY
CLERK OF RECORD
RE 1121991-10-97
BY Thomas Morgan
FEE 15.50



John E. Staudt
John E. Staudt

SCHEDULE A - EXHIBIT

ALL that certain piece or parcel of ground situate in the BOROUGH OF CURWENSVILLE, County of Clearfield and State of Pennsylvania, bounded and described as follows:

PARCEL NO. 1: BEGINNING at a corner on the northern side of State Street, being also the corner of lot formerly of Richard Spencer, now of Thomas and Karen Neff, being the southeast corner of the said Neff's and the southwest corner of the land herein described; thence by the said Neff lot North 32 degrees 15 minutes East for a distance of 270.0 feet to a corner on the line of lot of Bradley Sheeder; thence by his lot, South 57 degrees 45 minutes East for a distance of 33.6 feet to a corner; thence North 32 degrees 15 minutes East for a distance of 9.9 feet to a corner of land now or formerly of Hepburnia Coal Co.; thence by said land and land of John F. Beard South 57 degrees 45 minutes East for a distance of 358.8 feet to a corner on the right of way of the B & O Railroad; thence by the said right of way South 52 degrees 53 minutes West for a distance of 80.5 feet to a concrete monument; thence still by said railroad right of way South 65 degrees 16 minutes West for a distance of 100.7 feet to a concrete monument; thence still by the said railroad right of way South 46 degrees 44 minutes West for a distance of 62.26 feet to a corner on the line of State Street extended; thence by the north line of State Street the following courses and distances North 80 degrees 25 minutes West for a distance of 68.9 feet North 69 degrees 25 minutes West for a distance of 40.6 feet North 67 degrees 42 minutes West for a distance of 94.4 feet North 58 degrees 22 minutes West for a distance of 5.4 feet North 64 degrees 52 minutes West for a distance of 82.3 feet and North 48 degrees 00 minutes West for a distance of 10.5 feet to the place of beginning. Containing 1.9813 acres, having erected thereon a stone dwelling of three stories.

PARCEL NO. 2: Being a piece of ground 12 feet square including a certain spring to which John Irvin heretofore laid pipes and being part of a larger piece of land, bounded and described as follows:

BEGINNING at a post; thence North 71 degrees West about 26 perches to stones, being the original corner of the tract; thence along said tract line and land formerly of John Patton North 5 degrees West 59 perches; thence south 71 degrees East along original tract line 60 perches; thence along original tract line North 23 and one-half degrees West 62 perches and thence continuing in the same course about 15 perches to post and place of beginning.

BEING the same premises as was conveyed by a Deed dated August 5, 1996 from Noble Lodge No. 480 Free and Accepted Masons of Pennsylvania to the Mortgagors herein recorded August 8, 1996 in Volume 1779 Page 243.

Subject to the easements and rights of way as contained in the aforementioned deed.

BEING identified in the Clearfield County Mapping and Assessment Office as Map No. 6.2-I09-293-22

PARCEL NO. 1: BEING at a corner on the northern side of State Street, being also the corner of lot formerly of Richard Spencer, now of Thomas and Karen Nell, being the southeastern corner of the said Nell's and the southwest corner of the land herein described; thence by the said Nell lot North 32 degrees 15 minutes East for a distance of 270.0 feet to a corner on the line of lot of Bradley Sheeder; thence by his lot, South 57 degrees 45 minutes East for a distance of 33.6 feet to a corner; thence North 32 degrees 15 minutes East for a distance of 9.9 feet to a corner of land now or formerly of Hephurnia Coal Co.; thence by said land and land of John F. Beard South 57 degrees 45 minutes East for a distance of 358.8 feet to a corner on the right of way of the B & O Railroad; thence by the said right of way South 52 degrees 53 minutes West for a distance of 80.5 feet to a concrete monument; thence still by said railroad right of way South 65 degrees 16 minutes West for a distance of 100.7 feet to a concrete monument; thence still by the said railroad right of way South 46 degrees 44 minutes West for a distance of 62.26 feet to a corner on the line of State Street extended; thence by the north line of State Street the following courses and distances North 80 degrees 25 minutes West for a distance of 68.9 feet; North 69 degrees 25 minutes West for a distance of 40.6 feet; North 67 degrees 42 minutes West for a distance of 94.4 feet; North 58 degrees 22 minutes West for a distance of 5.4 feet; North 64 degrees 52 minutes West for a distance of 82.3 feet; and North 48 degrees 00 minutes West for a distance of 10.5 feet to the place of beginning. Containing 1.9813 acres, having erected thereon a stone dwelling of three stories.

BEING the residue of premises conveyed by Hugh M. Irvin to Hugh M. Irvin, George L. Bonner, Merritt A. Caldwell, Arch M. Dunsmore, H. Philip Thompson, P.B. Swope and Ashley M. Bloom, Trustees of the Masonic Building Association of Curwensville, Pennsylvania by Deed dated April 28, 1923 and recorded in the Recorder's Office of Clearfield County in Deed Book Volume 262, Page 278. A lot reserved in said Deed was a parcel conveyed to H. Philip Thompson on March 13, 1923 by Mary I.T. Orlady, et al and recorded in Deed Book Volume 262, Page 14 in the Recorder's Office of Clearfield County, Pennsylvania.

PARCEL NO. 2: Being a piece of ground 12 feet square including a certain spring to which John Irvin heretofore laid pipes and being part of a larger piece of land, bounded and described as follows:

BEGINNING at a post; thence North 71 degrees West about 26 perches to stones, being the original corner of the tract; thence along said tract line and land formerly of John Patton North 5 degrees West 59 perches; thence south 71 degrees East along original tract line 60 perches; thence along original tract line North 23 and one-half degrees West 62 perches and thence continuing in the same course about 15 perches to post and place of beginning.

TOGETHER with the right of way privilege for pipe line as conveyed to John Irvin by E.A. Irvin and Emma, his wife, by Deed dated June 2, 1890 and recorded in Deed Book No. 68 at Page 14, together with all other rights, liberties and privileges unto the said (12) feet square of ground belonging or in anywise appertaining. Having erected thereon a stone structure used as a reservoir.

There is also an exception or reservation unto the owners of Lot marked as H. Philip Thompson, now owned by Thomas and Karen Nell and their successors in title the right, privilege, liberty, leave and license of entering upon said piece of land for the purpose of making a water pipe connection with the present water supply from the spring located on the piece of land described in parcel No. 2 and maintaining the same, and using the water obtained free from any and all charge therefore. And any other rights, privileges of any former grantee of the said Grantor that may be in the nature of water lines, sewer lines, electric lines, or any other utilities contained in any easements not precisely mentioned in this transfer of land.

SUBJECT to a right-of-way conveyed to Nancy J. Sheeder by Deed dated June 3, 1993 and recorded in Clearfield County Deed Book 1541, Page 193, being an access right of way over land of Noble Lodge No. 480, with sewer and water line rights also over or in said right of way.

EXHIBIT



tables

\$ 99,000.00

PROMISSORY NOTE

Loan # 409580

Dated January 10, 1997

Debtor Dr. Thomas E. Foster

of 211 State Street, Curwensville, PA 16833

Debtor Carolyn J. Foster

of 211 State Street, Curwensville, PA 16833

FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND HEREBY, the person or persons who sign as debtor below (each jointly and severally liable if more than one person and hereinafter referred to as "Debtor"), promises to pay to the order of CLEARFIELD BANK & TRUST CO, Clearfield, Pennsylvania 16830 ("Lender")

at any of Lender's branch offices,

the Principal sum of Ninety-Nine Thousand & 00/100 Dollars, in lawful money of the United States, to be paid as follows: Principal payable on Demand together with accrued interest then outstanding, but if no demand is made by Lender: then 6 monthly interest payments with the first payment of interest on the 10 day of February 1997 then five interest payments, then 36 monthly principal and interest installments of \$825.00 commencing on the 10 day of August, 1997 and continuing on the 10 day of each month thereafter. Subsequent monthly principal and interest installments will be based on a variable interest rate of Lender's Prime rate, currently 8.25%, plus 1.00%. The payment schedule will amortize the loan over the full 240 month term. Any increase or decrease in the amount of interest due caused by early or late payments will be reflected in the final installment, which will be modified accordingly.

Interest from the date of this Note shall accrue on the unpaid Principal balance hereof at the rate of Seven & 95/100 percent (7.95%) per annum fixed interest for the six month interest only period, followed by a three year time period. Interest thereafter will be at a variable rate of Lender's Prime Rate, currently 8.25%, plus 1.00%.

and shall be payable monthly as billed.

If a payment is made more than 15 days after its scheduled due date, a late charge of 5% of the payment amount or a minimum of \$5.00 will be charged.

SECURITY INTEREST: As security for the prompt payment as and when due of all amounts due under this Note, including any renewals, extensions and/or modifications thereof, together with all other existing and future liabilities and obligations of Debtor, or any of them, to Lender whether absolute or contingent, of any nature whatsoever and out of whatever transactions arising (hereinafter collectively referred to as the "Liabilities"), in addition to any other security agreement or document granting Lender any rights in any of Obligor's ("Obligor"), as used herein, shall include Debtor and all other persons liable, either absolutely or contingently, on the Liabilities, including endorsers, sureties and guarantors) property for the purpose of securing the Liabilities, Obligor acknowledges Lender's right of set-off and further hereby grants to Lender a lien and security interest in and to all property of Obligor, or any of them, which at any time Lender shall have in its possession, or which is in transit to it, including without limitation any balance or share belonging to Obligor, or any of them, of any deposit, agency, trust, escrow or other account or accounts with Lender and any other amounts which may be owing from time to time by Lender to Obligor, or any of them. Said lien and security interest shall be independent of Lender's right of set-off, which, if exercised, shall be deemed to occur at the time Lender first restricts access of Obligor to property in Lender's possession, although such set-off may be entered upon Lender's books and records at a later time.

If checked, Debtor agrees that this Note is a renewal of the Promissory Note dated

, 19

, and that, whether or not additional funds are advanced herewith, this Note is not intended to create a totally new debt. If Lender was given a purchase money or other security interest in connection with the prior Promissory Note, that security interest shall be retained by Lender in connection with this Note.

UNCONDITIONAL LIABILITY: Obligor's liability shall be unconditional and without regard to the liability of any other Obligor, and shall not be affected by any indulgence, extension of time, renewal, waiver or modification of this Note, or the release, substitution and/or addition of collateral security for this Note. Obligor consents to any and all extensions of time, renewals, waivers or modifications, as well as to the release, substitution or addition of Obligors and/or collateral security, without notice to Obligor and without affecting Obligor's liability hereunder or under the Liabilities.

This Note is entitled to the benefits of any loan agreement(s), surety and/or guaranty agreement(s), security agreement(s), mortgage(s), assignment(s), and/or other such loan documents (referred to as the "Loan Documents") issued in connection with the Liabilities, whether executed previously to or concurrently with, or to be executed subsequent to, this Note, and which may be amended, modified, renewed or substituted without affecting in any way the validity or enforceability of this Note.

EVENTS OF DEFAULT: Each of the following shall be an "Event of Default" hereunder: (1) the nonpayment when due, or if this is a demand obligation, upon demand, of any amount payable under this Note or of any amount when due under or on any of the Liabilities, or the failure of any Obligor to observe or perform any agreement of any nature whatsoever with Lender, including, but not limited to, those contained in the Loan Documents; (2) if any Obligor becomes insolvent or makes an assignment for the benefit of creditors, or if any petition is filed by or against any Obligor under any provision of any state or federal law or statute alleging that such Obligor is insolvent or unable to pay debts as they mature or under any provision of the Federal Bankruptcy Code; (3) the entry of any judgment against any Obligor or any of Obligor's property which remains unsatisfied for fifteen (15) days; (4) the issuing of any attachment, levy or garnishment against any property of any Obligor; (5) the occurrence of any substantial change in the financial condition of any Obligor which, in the sole, reasonable good faith judgment of Lender is materially adverse; (6) the sale of all or substantially all of the assets, or change in ownership, or the dissolution, liquidation, merger, consolidation or reorganization of any Obligor which is a corporation or partnership, without the express prior written consent of Lender; (7) the death, incarceration or adjudication of legal incompetence of any Obligor who is a natural person; (8) if any information or signature furnished to Lender by any Obligor at any time in connection with any of the Liabilities, or in connection with any guaranty or surety agreement applicable to any of the Liabilities, is false or incorrect; or (9) the failure of any Obligor to timely furnish to Lender such financial and other information as Lender may reasonably request or require.

LENDER'S RIGHTS UPON DEFAULT: Notwithstanding anything to the contrary contained herein or elsewhere, or the fact that Debtor may be required to make Principal and/or interest payments from time to time, if this Note is payable upon demand, Lender may demand payment of all outstanding Principal and accrued interest at any time, whether or not an Event of Default shall have occurred. In any event, upon the occurrence of any Event of Default, Lender may do any or all of the following:

- (1) accelerate the maturity of this Note and demand immediate payment of all outstanding Principal and accrued interest. Debtor agrees to pay interest at the rate provided in this Note on all such sums until Lender has actually received payment in full thereon, even if Lender has obtained judgment against Debtor therefrom.
- (2) pursuant to the Warrant of Attorney contained herein, confess judgment against Debtor, or any of them.
- (3) exercise Lender's right of set-off and all of the rights, privileges and remedies of a secured party under the Pennsylvania Uniform Commercial Code and all of its rights and remedies under any security agreement, pledge agreement, assignment, mortgage, power, this Note or any other note, or other agreement, instrument or document issued in connection with or arising out of any of the Liabilities, all of which remedies shall be cumulative and not alternative. The net proceeds of any collateral held by Lender as security for any of the Liabilities shall be applied first to the expenses of Lender in preparing the collateral for sale, selling and the like, including, without limitation, reasonable attorney's fees and expenses incurred by Lender (including fees and expenses of any litigation incident to any of the foregoing), and second, in such order, as Lender may, in its sole discretion, elect, to the complete satisfaction of all of the Liabilities together with all interest thereon. Obligor waives and releases any right to require Lender to collect any of the Liabilities to Lender from any other collateral under any theory of marshalling of assets or otherwise, and specifically authorizes Lender to apply any collateral in which Obligor has any right, title or interest against any of the Obligor's Liabilities to Lender in any manner that Lender may determine.
- (4) Upon five (5) days written notice to Debtor, begin accruing interest, in addition to the interest provided for above, if any, at a rate not to exceed four percent (4%) per annum on the unpaid Principal balance; provided, however, that no interest shall accrue hereunder in excess of the maximum amount of interest then allowed by law. Debtor agrees to pay such accrued interest upon demand.

WARRANT OF ATTORNEY: Debtor, and each of them if more than one, hereby irrevocably authorizes and empowers any Attorney or any Clerk of any court of record prior to, upon or after the occurrence of any Event of Default, as specified above, to appear for and CONFESS JUDGMENT against Debtor, or any of them, (a) for such sums as are due and/or may become due on the Liabilities, and/or (b) in any action of replevin instituted by Lender to obtain possession of any collateral securing this Note or securing any of the Liabilities, in either case with or without declaration, with costs of suit, without stay of execution and with an amount not to exceed fifteen percent (15%) of the unpaid principal amount of such judgment, but not less than One Thousand Dollars (\$1,000.00), added for attorney's collection fees. Debtor: (1) waives the right of inquisition on any real estate levied on, voluntarily condemns the same, authorizes the Prothonotary or Clerk to enter upon the Writ of Execution said voluntary condemnation and agrees that said real estate may be sold on a Writ of Execution; (2) to the extent permitted by law, waives and releases all relief from all appraisement, stay, exemption or appeal laws of any state now in force or hereafter enacted; and (3) releases all errors in such proceedings. If a copy of this Note, verified by affidavit by or on behalf of Lender shall have been filed in such action, it shall not be necessary to file the original Note as a Warrant of Attorney. The authority and power to appear for and enter judgment against Debtor shall not be exhausted by the initial exercise thereof, and the same may be exercised, from time to time, as often as Lender shall deem necessary and desirable, and this Note shall be a sufficient Warrant therefore. Lender may enter one or more judgments in the same or different counties for all or part of the Liabilities, without regard to whether judgment has been entered on more than one occasion for the same Liabilities. In the event any judgment entered against Debtor hereunder is stricken or opened upon application by or on Debtor's behalf for any reason whatsoever, Lender is hereby authorized and empowered to again appear for and Confess Judgment against Debtor or any of them; subject, however, to the limitation that such subsequent entry or entries of judgment by Lender may only be used to cure any errors in prior proceedings, only and to the extent that such errors are subject to cure in the later proceedings.

THE PROVISIONS ON THE REVERSE SIDE ARE PART OF THIS NOTE.

Debtor has duly executed this Note the day and year first above written and has hereunto set Debtor's hand and seal.

(INDIVIDUAL DEBTOR(S) SIGN BELOW)

Dr. Thomas E. Foster (SEAL)

Name Thomas E. Foster

(CORPORATION OR PARTNERSHIP DEBTOR(S) SIGN BELOW)

(SEAL)

Name of Corporation or Partnership

(SEAL)



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.

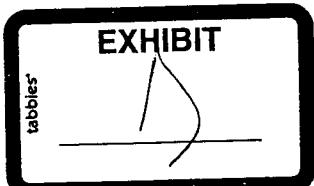
This Notice explains how the program works.

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 INMEDITAMENTE 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):	<u>Dr. Thomas E. Foster</u> <u>Carolyn J. Foster</u>
MAILING ADDRESS:	<u>11478 Gordon Ln</u> <u>Mabank TX 75147-3404</u>
LOAN ACCT. NO.:	<u>30409580</u>
ORIGINAL LENDER:	<u>Clearfield Bank & Trust Company</u>
CURRENT LENDER/SERVICER:	<u>Clearfield Bank & Trust Company</u>
DATE:	<u>March 19, 2002</u>

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: Commercial Property (Bed & Breakfast) 211 State St. Curwensville PA

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:

12 payments @ \$449.40 = \$5,392.80

Other charges (explain/itemize): Late Charges of \$544.34

TOTAL AMOUNT PAST DUE: \$5,937.14

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 \$ 5,937.14, 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:

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

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

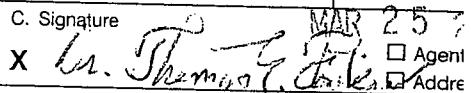
Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
(412) 338-9954 or 1 (800) 737-2933
FAX (412) 338-9963

SENDER: COMPLETE THIS SECTION

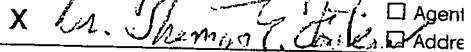
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DR Thomas E Foster
11478 Gordon LN
Mabank TX 75147-3404

COMPLETE THIS SECTION ON DELIVERYA. Received by (Please Print Clearly) B. Date of DeC. Signature 

MAR 25

X 

MAR 25

D. 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)

7000 0600 0021 0143 8556

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-08

SENDER: COMPLETE THIS SECTION

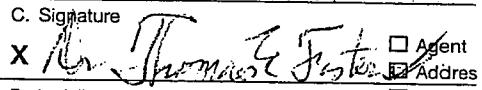
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DR. Thomas E Foster
11478 Gordon LN
Mabank, TX 75147-3404

COMPLETE THIS SECTION ON DELIVERYA. Received by (Please Print Clearly) B. Date of De

MAR 25

C. Signature 

MAR 25

D. 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)

7000 0600 0021 0143 8587

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-09

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

Article Sent To:

Dr Thomas E Foster

0143 8556

Postage

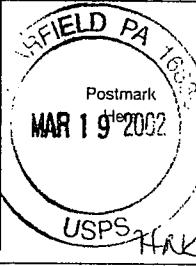
\$

Certified Fee

Return Receipt Fee
(Endorsement Required)Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$



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

Street, Apt. No. or PO Box No.

11478 Gordon LN

City, State, ZIP+4

Mabank TX 75147-3404

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

Article Sent To:

Dr Thomas E Foster

0143 8556

Postage

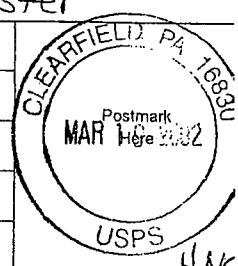
\$

Certified Fee

Return Receipt Fee
(Endorsement Required)Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$



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

Street, Apt. No. or PO Box No.

11478 Gordon LN

City, State, ZIP+4

Mabank TX 75147-3404

PS Form 3800-9014 G95

SENTRY MAIL

- 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:

Carolyn J Foster
11478 Gordon LN
Mabank TX 75147-3404
HJK

A. Received by (Please Print Clearly) B. Date of De
MAR 25 2002
C. Signature X Dr. Thomas E. Foster
D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)

7006-0600-0021-0143-8570

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0

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:

Carolyn J Foster
11478 Gordon LN
Mabank TX 75147-3404
HJK

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Deliv
MAR 25 2002
C. Signature X Dr. Thomas E. Foster
D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)

7000-0600 0021 0143 8563

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-09

U.S. Postal Service

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Carolyn J Foster

Postage

\$

Certified Fee



Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$

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

Carolyn J Foster

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

11478 Gordon LN

City, State, ZIP+4

Mabank TX 75147-3404

U.S. Postal Service

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Carolyn J Foster

Postage

\$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$

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

Carolyn J Foster

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

11478 Gordon LN

City, State, ZIP+4

Mabank TX 75147-3404

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:

Thomas Foster
c/o John R Lhota
Attorney at Law
110 N 2nd Street
Clearfield PA 16830
HMK

2. Article Number (Copy from service label)

7000 0600 0021 0143 8594

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-00

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

Gloria English

MAR 20

C. Signature

Gloria English

MAR 20

D. Is delivery address different from item 1?

 Yes

If YES, enter delivery address below:

 No**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:

Thomas Foster
c/o John R Lhota
Attorney at Law
110 N 2nd Street
Clearfield PA 16830
HMK

2. Article Number (Copy from service label)

7000 0600 0021 0143 8600

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-09

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

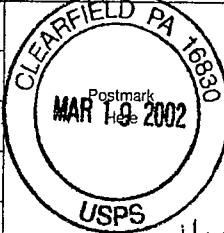
 Yes**U.S. Postal Service****CERTIFIED MAIL RECEIPT**

(Domestic Mail Only. No Insurance Coverage Provided)

Article Sent To:

Thomas Foster c/o John R. Lhota

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



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

Thomas Foster c/o John R. Lhota
110 N 2nd Street
Clearfield PA 16830

PS Form 3800-3 (07-99)

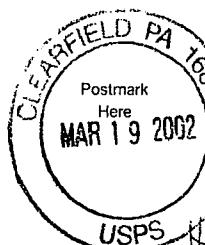
U.S. Postal Service**CERTIFIED MAIL RECEIPT**

(Domestic Mail Only. No Insurance Coverage Provided)

Article Sent To:

Thomas Foster c/o John R. Lhota

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



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

Thomas Foster c/o John R. Lhota
110 N 2nd Street
Clearfield PA 16830

PS Form 3800-3 (07-99)



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: 8-02-02

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 02-1249-CD
Plaintiff	:	
	:	Type of Pleading: AMENDED COMPLAINT
vs.	:	
THOMAS E. FOSTER and CAROLYN J. FOSTER	:	Filed on Behalf of: Plaintiff
Defendants	:	
	:	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

OCT 07 2002

William A. Shaw
Prothonotary

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

CLEARFIELD BANK AND TRUST COMPANY, : No. 02-1249-CD
Plaintiff :
vs. : Type of Pleading: AMENDED COMPLAINT
THOMAS E. FOSTER and CAROLYN J. FOSTER : Filed on Behalf of: Plaintiff
Defendants :
: 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

AMENDED COMPLAINT

NOW COMES, the Plaintiff, Clearfield Bank & Trust Company, by its attorney, Alan F. Kirk, Esq., and files the within amended 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 Defendants are THOMAS E. FOSTER and CAROLYN J. FOSTER with a property address of 211 State Street, Curwensville, PA 16833 and a mailing address of 11478 Gordon LN, Mabank, Texas 75147-3404.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated January 10, 1997, in the principal amount of **\$99,000.00** a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Volume 1814 at Page 203 on January 10, 1997.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Borough of Curwensville, 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 \$ 99,000.00 as set forth in Promissory Note dated January 10, 1997. 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 April 10, 2001, 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 March 19, 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 Defendants have not availed themselves 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 Defendants are 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	\$ 89,583.31
(b)	Interest per diem of 14.11243 from 3/10/01 to 9/27/02	\$ 9,168.55
(c)	Late Charges	\$ 718.57
(d)	Satisfaction Fee	\$ 18.50
(e)	Attorney Collection Fee	<u>\$ 8,958.33</u>

FINAL TOTAL **\$108,447.26**

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$108,447.26** plus interest, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

Date:



Alan F. Kirk, Esquire
Attorney for Plaintiff

This Mortgage is made this 10th day of January, 1997 between the Mortgagor Thomas E. Foster and Carolyn J. Foster

(herein "Borrower") and the MORTGAGEE, CLEARFIELD BANK & TRUST COMPANY, a corporation organized and existing under the law of Pennsylvania, whose address is 11 North Second Street, Clearfield, PA 16830 (herein "Lender").

WHEREAS, Borrower and Lender have executed a Promissory Note concurrent herewith providing for a loan to Borrower from Lender of the Principal sum of Ninety-nine thousand and 00/100 (\$99,000.00);

WHEREAS, said loan is also secured by a Promissory Note with Borrower as maker and Lender as holder, of even date herewith (herein "Note") providing for 240 installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 10, 2017.

NOW THEREFORE, as security for the repayment of the indebtedness evidenced by the Note and the Loan and Security Agreement, with interest thereon, and all renewals, extensions and modification; the payment of all other sums, with interest, advanced under paragraph 6 hereof to protect the security of this mortgage; and the performance of Borrower's covenants and agreements under this Mortgage, the Note and the Loan and Security Agreement; and for the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 22 hereof (herein "future advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Clearfield, State of Pennsylvania:

See Schedule A - Exhibit

which has the address of 211 State Street (Street)
Curwensville 16833
(City) (Zip Code)
(herein "Property Addresses");

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

TOGETHER WITH all leases and other agreements affecting the use and occupancy of the Property now or hereafter entered into, all licenses and agreements relating to the operation or maintenance of the Property and all rights of Borrower to payment under any such agreement, which is at the time not yet earned by performance (all such leases, licenses and other agreements and such rights thereunder are hereinafter referred to individually as a "Contract Right" or a "lease" and collectively as "Contract Rights or Leases");

EXHIBIT

TOGETHER WITH all rents, receipts, deposits, issues, profits and other income of any and all kinds received or receivable and due or to become due from the sale or lease of all or a portion of the Property (all of such proceeds, receipts and income are hereinafter collectively referred to as the "Income and Rents" and all such rights are hereinafter referred to individually as an "Account Receivable" and collectively as "Accounts Receivable");

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record listed in the Certificate of title delivered to Lender by Borrower's counsel concurrent with the execution and delivery of this Mortgage. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record accepted by Lender.

BORROWER AND LENDER covenant and agree as follows:

1. Payment of Principal and Interest.

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

2. Application of Payments.

Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to interest due; and last, to principal due.

3. Charges; Liens.

Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

4. **Hazard Insurance.**

Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable withheld.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. **Preservation and Maintenance of Property; Leaseholds.**

Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. **Protection of Lender's rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in THE PROPERTY *such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **Inspection.**

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

8. **Condemnation.**

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

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

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

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

9. Borrower Not Released; Forbearance By Lender Not a Waiver.

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

10. Remedies Cumulative.

All remedies provided in this mortgage are distinct and cumulative to any other right or remedy under this Mortgage or under the Note or Loan and Security Agreement or afforded by law or equity and may be exercised concurrently, independently or successively.

11. Successors and Assigns Bound; Joint and Several Liability; Cosigners.

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

12. Loan Charges.

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

13. Legislation Affecting Lender's Rights.

If enactment or expiration of applicable laws has the effect of rendering any provision of the Note, Loan and Security Agreement or this Mortgage unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 17.

14. Notices.

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

15. Governing Law; Severability.

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

16. Transfer of the Property or a Beneficial Interest in Borrower.

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

If Lender exercised this option, Lender shall give Borrower notice of acceleration. Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

17. Acceleration; Remedies.

Upon default by Borrower of any covenant or agreement in the Note, Loan and Security Agreement or this Mortgage, Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, attorney's fees and cost of title evidence to the extent permitted by applicable law.

18. Lender in Possession.

Upon acceleration under paragraph 17 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage.

19. Release.

Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

20. Purchase Money Mortgage.

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

21. Interest Rate After Judgment.

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

22. Future Advances.

Upon request of Borrower, Lender, at Lender's option prior to release of this mortgage, may make future advances to Borrower. Such future advances, with interest thereon, shall be secured by this mortgage when evidenced by a Promissory Note stating that said Notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

23. Environmental Hazards.

Borrower agrees that Borrower:

(a) (1) shall not generate, transfer, store, dispose of, or permit or suffer to be generated, transferred, stored or disposed of hazardous or toxic waste in, upon, or under the Property except in strict accordance with federal and Pennsylvania laws, rules, regulations and permits; and (2) shall reimburse the Lender on demand, for all costs expended by the Lender or which the Lender is required to pay to any governmental agency or otherwise for environmental audits, studies, inspections, cleanup, removal, or transportation with respect to or from the Property of hazardous or toxic wastes; (3) Borrower provides Lender access to the property at all times to perform its due diligence;

(b) shall not discharge or release or permit or suffer to be discharged or released hazardous or toxic substances in, upon, or under any land or soil which is included in the Property in such a way that such substances become discharged or released upon any such land or soil;

(c) shall comply with all orders or decrees now or hereafter issued by any federal, state or local governmental agency concerning the generation, transfer, storage or disposal of hazardous or toxic substances or the discharge or release of the same in, on under or from the Property or requiring the clean-up or elimination of hazardous or toxic substances in, upon, under, or from the Property;

(d) shall promptly reimburse any federal or state governmental agency which has expended funds or incurred costs or expenses for environmental audit, study or inspection of the Property or for cleanup, removal or elimination of hazardous or toxic substances in, upon, or under the Property;

(e) where permits are issued or required by any federal or state agency related to or with respect to the Property, the Borrower shall submit annual reports to the Lender showing compliance with such permits; and

(f) shall report or submit to the Lender promptly: (1) any request received by the Borrower for information, inquiry, investigation, notice or violation, administrative order, penalty assessment, suit, or directive from any federal, state or local agency concerning the Property and toxic or hazardous substances, environmental pollution, health risk or safety risk at the Property, and (2) notice of any suit brought by any person or entity alleging any environmental damage or threat, nuisance, non-compliance or health or safety risk related to the Property.

(g) Any violation authorizes Lender to cancel any commitment to advance funds under any note secured by this mortgage, to accelerate any amounts outstanding on this note, or any other note, or allow for foreclosure to be instituted immediately.

24. **Riders to this Mortgage.**

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

Adjustable Rate Rider Condominium Rider

2-4 Family Rider Graduated Payment Rider

Planned Unit Development Rider

Other(s) [specify]

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

Witnesses:

John E. Morgan

Thomas E. Foster (Seal)
Borrower
Thomas E. Foster

Carolyn J. Foster

Carolyn J. Foster (Seal)
Borrower
Carolyn J. Foster

COMMONWEALTH OF PENNSYLVANIA:
: ss.
COUNTY OF CLEARFIELD :

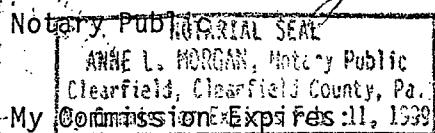
On this, the 10th day of January, 1997,
before me the undersigned officer, personally appeared
Thomas E. Foster and Carolyn J. Foster,
known to me (or satisfactorily proven) to be the person whose name is

are

subscribed to the within instrument and acknowledged that they

executed the same for the purposes herein contained.

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

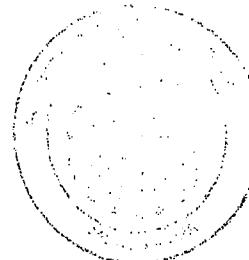


I certify that the precise
address of the within named
lender is: P.O. Box 171, Clearfield, PA 16830

Thomas E. Foster

Signature

CLEARFIELD COUNTY
RECORD OF RECORD
DATE 1/21/97 10-97
BY Thomas Morgan
FEE 25.50
REASON: Deed



Anne L. Morgan

Anne L. Morgan
Notary Public
Clearfield, Clearfield County, Pa.
Commission Expires 11, 1999

Thomas E. Foster

Thomas E. Foster
Recorder of Deeds

SCHEDULE A - EXHIBIT

ALL that certain piece or parcel of ground situate in the BOROUGH OF CURWENSVILLE, County of Clearfield and State of Pennsylvania, bounded and described as follows:

PARCEL NO. 1: BEGINNING at a corner on the northern side of State Street, being also the corner of lot formerly of Richard Spencer, now of Thomas and Karen Neff, being the southeast corner of the said Neff's and the southwest corner of the land herein described; thence by the said Neff lot North 32 degrees 15 minutes East for a distance of 270.0 feet to a corner on the line of lot of Bradley Sheeder; thence by his lot, South 57 degrees 45 minutes East for a distance of 33.6 feet to a corner; thence North 32 degrees 15 minutes East for a distance of 9.9 feet to a corner of land now or formerly of Hepburnia Coal Co.; thence by said land and land of John F. Beard South 57 degrees 45 minutes East for a distance of 358.8 feet to a corner on the right of way of the B & O Railroad; thence by the said right of way South 52 degrees 53 minutes West for a distance of 80.5 feet to a concrete monument; thence still by said railroad right of way South 65 degrees 16 minutes West for a distance of 100.7 feet to a concrete monument; thence still by the said railroad right of way South 46 degrees 44 minutes West for a distance of 62.26 feet to a corner on the line of State Street extended; thence by the north line of State Street the following courses and distances North 80 degrees 25 minutes West for a distance of 68.9 feet North 69 degrees 25 minutes West for a distance of 40.6 feet North 67 degrees 42 minutes West for a distance of 94.4 feet North 58 degrees 22 minutes West for a distance of 5.4 feet North 64 degrees 52 minutes West for a distance of 82.3 feet and North 48 degrees 00 minutes West for a distance of 10.5 feet to the place of beginning. Containing 1.9813 acres, having erected thereon a stone dwelling of three stories.

PARCEL NO. 2: Being a piece of ground 12 feet square including a certain spring to which John Irvin heretofore laid pipes and being part of a larger piece of land, bounded and described as follows:

BEGINNING at a post; thence North 71 degrees West about 26 perches to stones, being the original corner of the tract; thence along said tract line and land formerly of John Patton North 5 degrees West 59 perches; thence south 71 degrees East along original tract line 60 perches; thence along original tract line North 23 and one-half degrees West 62 perches and thence continuing in the same course about 15 perches to post and place of beginning.

BEING the same premises as was conveyed by a Deed dated August 5, 1996 from Noble Lodge No. 480 Free and Accepted Masons of Pennsylvania to the Mortgagors herein recorded August 8, 1996 in Volume 1779 Page 243.

Subject to the easements and rights of way as contained in the aforementioned deed.

BEING identified in the Clearfield County Mapping and Assessment Office as Map No. 6.2-I09-293-22

PARCEL NO. 1: *BEGINNING* at a corner on the northern side of State Street, being also the corner of lot formerly of Richard Spencer, now of Thomas and Karen Nell, being the southeast corner of the said Nell's and the southwest corner of the land herein described; thence by the said Nell lot North 32 degrees 45 minutes East for a distance of 270.0 feet to a corner on the line of lot of Bradley Sheeder; thence by his lot, South 57 degrees 45 minutes East for a distance of 33.6 feet to a corner; thence North 32 degrees 15 minutes East for a distance of 9.9 feet to a corner of land now or formerly of Hepburnia Coal Co.; thence by said land and land of John F. Beard South 57 degrees 45 minutes East for a distance of 358.8 feet to a corner on the right of way of the B & O Railroad; thence by the said right of way South 52 degrees 53 minutes West for a distance of 80.5 feet to a concrete monument; thence still by said railroad right of way South 65 degrees 16 minutes West for a distance of 100.7 feet to a concrete monument; thence still by the said railroad right of way South 46 degrees 44 minutes West for a distance of 62.26 feet to a corner on the line of State Street extended; thence by the north line of State Street the following courses and distances North 80 degrees 25 minutes West for a distance of 68.9 feet; North 69 degrees 25 minutes West for a distance of 40.6 feet; North 67 degrees 42 minutes West for a distance of 94.4 feet; North 58 degrees 22 minutes West for a distance of 5.4 feet; North 64 degrees 52 minutes West for a distance of 82.3 feet; and North 48 degrees 00 minutes West for a distance of 10.5 feet to the place of beginning. Containing 1.9813 acres, having erected thereon a stone dwelling of three stories.

BEING the residue of premises conveyed by Hugh M. Irvin to Hugh M. Irvin, George L. Bonner, Merritt A. Caldwell, Arch M. Dunsmore, H. Philip Thompson, P.B. Swope and Ashley M. Bloom, Trustee of the Masonic Building Association of Curwensville, Pennsylvania by Deed dated April 28, 1923 and recorded in the Recorder's Office of Clearfield County in Deed Book Volume 262, Page 278. A lot reserved in said Deed was a parcel conveyed to H. Philip Thompson on March 13, 1923 by Mary J.T. Orlady, et al and recorded in Deed Book Volume 262, Page 14 in the Recorder's Office of Clearfield County, Pennsylvania.

PARCEL NO. 2: Being a piece of ground 12 feet square including a certain spring to which John Irvin heretofore laid pipes and being part of a larger piece of land, bounded and described as follows:

BEGINNING at a post; thence North 71 degrees West about 26 perches to stones, being the original corner of the tract; thence along said tract line and land formerly of John Patton North 5 degrees West 59 perches; thence South 71 degrees East along original tract line 60 perches; thence along original tract line North 23 and one-half degrees West 62 perches and thence continuing in the same course about 15 perches to post and place of beginning.

TOGETHER with the right of way privilege for pipe line as conveyed to John Irvin by E.A. Irvin and Emma, his wife, by Deed dated June 2, 1890 and recorded in Deed Book No. 68 at Page 14, together with all other rights, liberties and privileges unto the said (12) feet square of ground belonging or in anywise appertaining. Having erected thereon a stone structure used as a reservoir.

There is also an exception or reservation unto the owners of Lot marked as H. Philip Thompson, now owned by Thomas and Karen Nell and their successors in title the right, privilege, liberty, leave and license of entering upon said piece of land for the purpose of making a water pipe connection with the present water supply from the spring located on the piece of land described in parcel No. 2 and maintaining the same, and using the water obtained free from any and all charge therefore. And any other rights, privileges of any former grantee of the said Grantor that may be in the nature of water lines, sewer lines, electric lines, or any other utilities contained in any easements not precisely mentioned in this transfer of land.

SUBJECT to a right-of-way conveyed to Nancy J. Sheeder by Deed dated June 3, 1993 and recorded in Clearfield County Deed Book 1541, Page 193, being an access right of way over land of Noble Lodge No. 480, with sewer and water line rights also over or in said right of way.

EXHIBIT

B

tables

\$ 99,000.00

PROMISSORY NOTE

Loan # 409580

Dated January 10, 1997

Debtor Dr. Thomas E. Foster of 211 State Street, Curwensville, PA 16833

Debtor Carolyn J. Foster of 211 State Street, Curwensville, PA 16833

FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND HEREBY, the person or persons who sign as debtor below (each jointly and severally liable if more than one person and hereinafter referred to as "Debtor"), promises to pay to the order of CLEARFIELD BANK & TRUST CO., Clearfield, Pennsylvania 16830 ("Lender")

at any of Lender's branch offices,

the Principal sum of Ninety-Nine Thousand & 00/100 Dollars in lawful money of the United States, to be paid as follows: Principal payable on Demand together with accrued interest then outstanding, but if no demand is made by Lender: then 6 monthly interest payments with the first payment of interest on the 10 day of February 1997 then five interest payments, then 36 monthly principal and interest installments of \$825.00 commencing on the 10 day of August, 1997 and continuing on the 10 day of each month thereafter. Subsequent monthly principal and interest installments will be based on a variable interest rate of Lender's Prime rate, currently 8.25%, plus 1.00%. The payment schedule will amortize the loan over the full 240 month term. Any increase or decrease in the amount of interest due caused by early or late payments will be reflected in the final installment, which will be modified accordingly.

Interest from the date of this Note shall accrue on the unpaid Principal balance hereof at the rate of Seven & 95/100 percent (7.95%) per annum fixed interest for the six month interest only period, followed by a three year time period. Interest thereafter will be at a variable rate of Lender's Prime Rate, currently 8.25%, plus 1.00%.

and shall be payable monthly as billed.

If a payment is made more than 15 days after its scheduled due date, a late charge of 5% of the payment amount or a minimum of \$5.00 will be charged.

SECURITY INTEREST: As security for the prompt payment as and when due of all amounts due under this Note, including any renewals, extensions and/or modifications thereof, together with all other existing and future liabilities and obligations of Debtor or any of them, to Lender whether absolute or contingent, of any nature whatsoever and out of whatever transactions arising (hereinafter collectively referred to as the "Liabilities"), in addition to any other security agreement or document granting Lender any rights in any of Obligor's ("Obligor", as used herein, shall include Debtor and all other persons liable, either absolutely or contingently, on the Liabilities, including endorsers, sureties and guarantors) property for the purpose of securing the Liabilities, Obligor acknowledges Lender's right of set-off and further hereby grants to Lender a lien and security interest in and to all property of Obligor, or any of them, which at any time Lender shall have in its possession, or which is in transit to it, including without limitation any balance or share belonging to Obligor, or any of them, of any deposit, agency, trust, escrow or other account or accounts with Lender and any other amounts which may be owing from time to time by Lender to Obligor, or any of them. Said lien and security interest shall be independent of Lender's right of set-off, which, if exercised, shall be deemed to occur at the time Lender first restricts access of Obligor to property in Lender's possession, although such set-off may be entered upon Lender's books and records at a later time.

If checked, Debtor agrees that this Note is a renewal of the Promissory Note dated

, 19_____, and that, whether or not additional funds are advanced herewith, this Note is not intended to create a totally new debt. If Lender was given a purchase money or other security interest in connection with the prior Promissory Note, that security interest shall be retained by Lender in connection with this Note.

UNCONDITIONAL LIABILITY: Obligor's liability shall be unconditional and without regard to the liability of any other Obligor, and shall not be affected by any indulgence, extension of time, renewal, waiver or modification of this Note, or the release, substitution and/or addition of collateral security for this Note. Obligor consents to any and all extensions of time, renewals, waivers or modifications, as well as to the release, substitution or addition of Obligors and/or collateral security, without notice to Obligor and without affecting Obligor's liability hereunder or under the Liabilities.

This Note is entitled to the benefits of any loan agreement(s), surety and/or guaranty agreement(s), security agreement(s), mortgage(s), assignment(s), and/or other such loan documents (referred to as the "Loan Documents") issued in connection with the Liabilities, whether executed previously to or concurrently with, or to be executed subsequent to, this Note, and which may be amended, modified, renewed or substituted without affecting in any way the validity or enforceability of this Note.

EVENTS OF DEFAULT: Each of the following shall be an "Event of Default" hereunder: (1) the nonpayment when due, or if this is a demand obligation, upon demand, of any amount payable under this Note or of any amount when due or on any of the Liabilities, or the failure of any Obligor to observe or perform any agreement of any nature whatsoever with Lender, including, but not limited to, those contained in the Loan Documents; (2) if any Obligor becomes insolvent or makes an assignment for the benefit of creditors, or if any petition is filed by or against any Obligor under any provision of any state or federal law or statute alleging that such Obligor is insolvent or unable to pay debts as they mature, under any provision of the Federal Bankruptcy Code; (3) the entry of any judgment against any Obligor or any of Obligor's property which remains unsatisfied for fifteen (15) days; (4) the issuing of any attachment, levy or garnishment against any property of any Obligor; (5) the occurrence of any substantial change in the financial condition of any Obligor which, in the sole, reasonable good faith judgment of Lender is materially adverse; (6) the sale of all or substantially all of the assets, or change in ownership, or the dissolution, liquidation, merger, consolidation or reorganization of any Obligor which is a corporation or partnership, without the express prior written consent of Lender; (7) the death, incarceration or adjudication of legal incompetence of any Obligor who is a natural person; (8) if any information or signature furnished to Lender by any Obligor at any time in connection with any of the Liabilities, or in connection with any guaranty or surety agreement applicable to any of the Liabilities, is false or incorrect; or (9) the failure of any Obligor to timely furnish to Lender such financial and other information as Lender may reasonably request or require.

THE PROVISIONS ON THE REVERSE SIDE ARE PART OF THIS NOTE.

Debtor has duly executed this Note the day and year first above written and has hereunto set Debtor's hand and seal.

(INDIVIDUAL DEBTOR(S) SIGN BELOW)

Dr. Thomas E. Foster (SEAL)
Name Thomas E. Foster

(CORPORATION OR PARTNERSHIP DEBTOR(S) SIGN BELOW)

(SEAL)

Name of Corporation or Partnership





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.

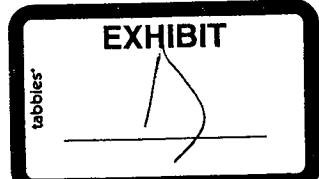
This Notice explains how the program works.

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):	<u>Dr. Thomas E. Foster</u> <u>Carolyn J. Foster</u>
MAILING ADDRESS:	<u>11478 Gordon Ln</u> <u>Mabank TX 75147-3404</u>
LOAN ACCT. NO.:	<u>30409580</u>
ORIGINAL LENDER:	<u>Clearfield Bank & Trust Company</u>
CURRENT LENDER/SERVICER:	<u>Clearfield Bank & Trust Company</u>
DATE:	<u>March 19, 2002</u>

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: Commercial Property (Bed & Breakfast) 211 State St. Curwensville PA

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:

12 payments @ \$449.40 = \$5,392.80

Other charges (explain/itemize): Late Charges of \$544.34

TOTAL AMOUNT PAST DUE: \$5,937.14

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 \$ 5,937.14, 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:

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

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:

DR Thomas E Foster
11478 Gordon LN
Mabank TX 75147-3404

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of De

C. Signature

MAR 25

X Dr. Thomas E Foster

Agent

Address

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)

7000 0600 0021 0143 8556

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-08

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:

DR. Thomas E Foster
11478 Gordon LN
Mabank, TX 75147-3404

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Deli

MAR 25

C. Signature

X Dr. Thomas E Foster

Agent

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)

7000 0600 0021 0143 8587

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-09

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

(Domestic Mail Only. No Insurance Coverage Provided.)

Article Sent To:

Dr Thomas E Foster

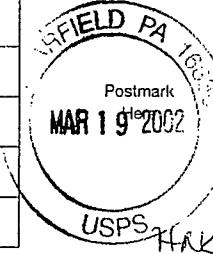
0143 8556

Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$



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

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

11478 Gordon LN

City, State, ZIP+4

Mabank TX 75147-3404

PS Form 3800, July 1999

See Reverse for Instructions

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

(Domestic Mail Only. No Insurance Coverage Provided.)

Article Sent To:

Dr Thomas E Foster

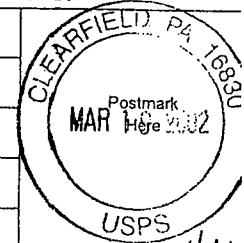
0143 8587

Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$



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

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

11478 Gordon LN

City, State, ZIP+4

Mabank TX 75147-3404

PS Form 3800, July 1999

See Reverse for Instructions

- 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:

Carolyn J Foster
11478 Gordon LN
Mabank TX 75147-3404
HJK

A. Received by (Please Print Clearly) B. Date of De
MAR 25 2000
C. Signature X *Carolyn J. Foster* Agent Addres
D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)

7006-0600-0021-0143-8570

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0

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:

Carolyn J Foster
11478 Gordon LN
Mabank TX 75147-3404
HJK

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of De
MAR 25 2000
C. Signature X *Carolyn J. Foster* Agent Addres
D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)

7006-0600-0021-0143-8563

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-09

U.S. Postal Service

CERTIFIED MAIL RECEIPT

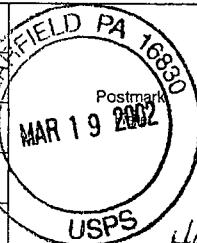
(Domestic Mail Only - No Insurance Coverage Provided)

Article Sent To:

Carolyn J Foster

Postage

\$



Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$

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

Carolyn J Foster

Street, Apt. No., or P.O. Box No.

11478 Gordon LN

City, State, ZIP+4

Mabank TX 75147-3404

U.S. Postal Service

CERTIFIED MAIL RECEIPT

(Domestic Mail Only - No Insurance Coverage Provided)

Article Sent To:

Carolyn J Foster

Postage

\$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$

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

Carolyn J Foster

Street, Apt. No., or P.O. Box No.

11478 Gordon LN

City, State, ZIP+4

Mabank, TX 75147-3404

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:

Thomas Foster
c/o John R Lhota
Attorney at Law
110 N 2nd Street
Clearfield PA 16830
HMK

2. Article Number (Copy from service label)

7000 0600 0021 0143 8594

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-00

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of De

Gloria English

MAR 20

C. Signature

X Gloria English

MAR 20

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

MAR 20 201

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**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:

Thomas Foster
c/o John R Lhota
Attorney at Law
110 N 2nd Street
Clearfield PA 16830
HMK

2. Article Number (Copy from service label)

7000 0600 0021 0143 8600

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-09

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of De

Gloria English

MAR 20

C. Signature

X Gloria English

MAR 20

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

(Domestic Mail Only. No Insurance Coverage Provided)

Article Sent To:

Thomas Foster c/o John R. Lhota

Postage

\$

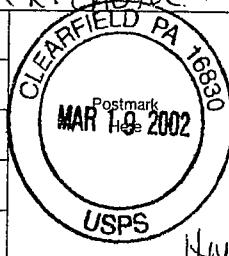
Certified Fee

\$

Return Receipt Fee
(Endorsement Required)Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$



HMK

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

Thomas Foster c/o John R. Lhota

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

110 N 2nd Street

City, State, ZIP+4

Clearfield PA 16830

PS Form 3801-14 (7-99)

For instructions see reverse of form

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

(Domestic Mail Only. No Insurance Coverage Provided)

Article Sent To:

Thomas Foster c/o John R. Lhota

Postage

\$

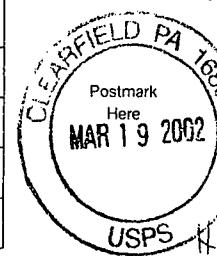
Certified Fee

\$

Return Receipt Fee
(Endorsement Required)Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$



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

Thomas Foster c/o John R. Lhota

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

110 N 2nd Street

City, State, ZIP+4

Clearfield PA 16830

PS Form 3801-14 (7-99)

For instructions see reverse of form

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: 8-02-02

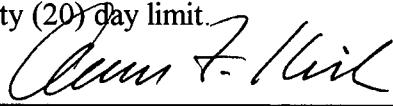
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No. 02-1249-CD
COMPANY, :
Plaintiff :
vs. : Type of Pleading: PRAECIPE FOR
THOMAS E. FOSTER and CAROLYN J. : ENTRY OF DEFAULT JUDGMENT
FOSTER : Filed on Behalf of: Plaintiff
Defendants :
: 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 OF CLEARFIELD COUNTY:

Please enter Default Judgment in the amount of **ONE HUNDRED EIGHT THOUSAND
FOUR HUNDRED FORTY-SEVEN AND 26/100 (\$108,447.26)** together with interest and costs
of this suit on the above-captioned Defendants due to the Defendants' failure to enter an
appearance or file an Answer within the allotted twenty (20) day limit.



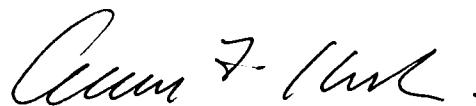
Alan F. Kirk, Esquire
Attorney for the Plaintiff

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 **John R. Lhota,
Esquire, Counsel for the Defendants on November 1, 2002**, at least ten (10) days prior to the
filing of the within Praecipe. Copies of the aforesaid Notice are attached hereto, made a part hereof
and incorporated herein by reference.

FILED

NOV 14 2002

William A. Shaw
Prothonotary



Alan F. Kirk, Esquire
Attorney for Plaintiff

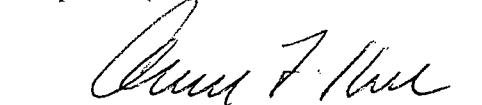
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No. 02-1249-CD
COMPANY, :
Plaintiff :
: Type of Pleading: AMENDED
: COMPLAINT
vs. :
THOMAS E. FOSTER and CAROLYN J. : Filed on Behalf of: Plaintiff
FOSTER :
Defendants :
: 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

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 16823
Telephone: (814) 765.2641



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

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:

John R. Lhota, Esquire
110 North Second Street
Clearfield, PA 16830

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X-Steve Weis

Agent
 Addressee

B. Received by (Printed Name)

Shane Weis

C. Date of Delivery

11-4-05

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes**2. Article Number**

(Transfer from service label)

7099 3400 0012 4566 6471

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-10

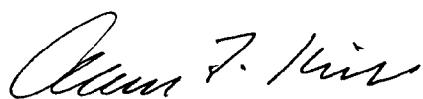
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No. 02-1249-CD
COMPANY, :
Plaintiff :
vs. : Type of Pleading: PRAECIPE FOR
THOMAS E. FOSTER and CAROLYN J. : ENTRY OF DEFAULT JUDGMENT
FOSTER :
Defendants : 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 OF CLEARFIELD COUNTY:

Please Enter Judgment against the above-named Defendants pursuant to the enclosed
Certificate of Judgment of Clearfield County Docket No. 02-1249-CD in the principal amount of
\$108,447.26 together with interest and costs of suit.

By:



Dated: **November 13, 2002**

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

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

CLEARFIELD BANK AND TRUST : No. 02-1249-CD
COMPANY, :
Plaintiff :
vs. :
THOMAS E. FOSTER and CAROLYN J. :
FOSTER :
Defendants :
:

TO: **Thomas E. Foster c/o John R. Lhota, Esquire, Counsel for the above named Defendants**

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$ 108,447.26 on Nov. 24, 2002

, Prothonotary



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

CLEARFIELD BANK AND TRUST : No. 02-1249-CD
COMPANY, :
Plaintiff :
vs. :
THOMAS E. FOSTER and CAROLYN J. :
FOSTER :
Defendants :
:

TO: **Carolyn J. Foster, c/o John R. Lhota, Esquire, Counsel for the above named Defendants**

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$ 108 447.26 on November 14, 2002

, Prothonotary



FILED

11 214 8A PD 80 D
NOV 14 2002 2CL Notice to def.
2CL to atty, sturt
William A. Shaw
Prothonotary

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

Clearfield Bank and Trust Company
Plaintiff(s)



No.: 2002-01249-CD

Real Debt: \$108,447.26

Atty's Comm:

Vs.

Costs: \$

Int. From:

Thomas E. Foster
Carolyn J. Foster
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 14, 2002

Expires: November 14, 2002

Certified from the record this 14th day of November, 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 : No. 02-1249-CD
COMPANY, :
Plaintiff

vs.

THOMAS E. FOSTER and
CAROLYN J. FOSTER
Defendants

FILED

MAR 05 2003

William A. Shaw
Prothonotary

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CENTRE :
:

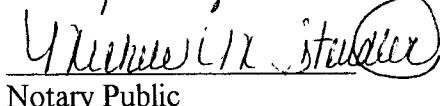
I, ALAN F. KIRK, ESQUIRE, being duly sworn according to law, deposes and says as follows:

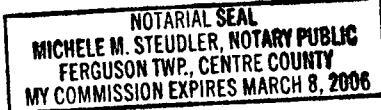
1. I represent CLEARFIELD BANK AND TRUST COMPANY in the above-captioned proceedings, and have submitted Notice Of Sale and Affidavit Pursuant To Rule 3129.1 in the above-captioned matter.
2. On February 28, 2003, pursuant to authority granted me by CLEARFIELD BANK AND TRUST COMPANY, I duly served upon **Clearfield Bank and Trust Company** at their place of business 11 North Second Street, Clearfield, Pennsylvania 16830; **Bloom Electric & Heating & Plumbing** at their place of business Clearfield/Curwensville Highway, Route 879, RD4, Box 91, Clearfield, Pennsylvania 16830; and **Providian National Bank**, c/o Valerie Park, Esquire, Park Law Associates, P.C., 25 E. State Street, Doylestown, Pennsylvania 18901; **Citibank**, c/o Valerie Park, Esquire, Park Law Associates, P.C., 25 E. State Street, Doylestown, Pennsylvania 18901; **Discover Bank Discover Financial Services**, at their place of business P.O. Box 6011, Dover, Delaware 19903-6011, **Clearfield Tax Claim Bureau** at their place of business 230 E. Market Street, Clearfield, Pennsylvania; and **Thomas E. Foster and Carolyn J. Foster**, c/o John R. Lhota, Esquire, 110 North Second 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, Esquire
Counsel for Plaintiff

Sworn to and subscribed
before me this 28th
day of February, 2003.


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:

John F. Kirk, Esquire
11975 Martin Street, Suite 104
State College, PA 16803

One piece of ordinary mail addressed to:

PTOVIDIAN NATIONAL BANK
C/O Valerie Park, Esquire
Park Law Associates, P.C.
145 E. State Street
Boalsburg, PA 16801

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
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Postmaster for current
fee.

PS Form 3817, January 2001

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

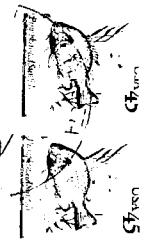
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

John F. Kirk, Esquire
11975 Martin Street, Suite 104
State College, PA 16803

One piece of ordinary mail addressed to:

Clearfield Bank and Trust Company
11 N. Second Street
Clearfield, PA 16830
Attn: Lori Kurtz

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

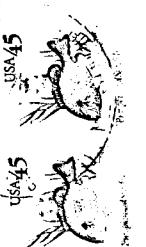
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
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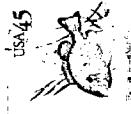
CITIBANK
C/O Valerie Park, Esquire
Park Law Associates, P.C.
145 E. State Street
Boalsburg, PA 16801

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

U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: Nan F. Kirk, Esquire 1375 North 11th Street, Suite 104 State College, PA 16803	
One piece of ordinary mail addressed to: McKeesport Tax Main Bureau 2304 N. Clark Street Clearfield, PA 16830	

PS Form 3817, January 2001

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



U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: Nan F. Kirk, Esquire 1375 North 11th Street, Suite 104 State College, PA 16803	
One piece of ordinary mail addressed to: N.F. McNamee, Esquire + N.S. Carolyn J. Foster 110 John R. Photo, Esquire 110 N. Second Street Clearfield, PA 16830	

PS Form 3817, January 2001

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



U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: Nan F. Kirk, Esquire 1375 North 11th Street, Suite 104 State College, PA 16803	
One piece of ordinary mail addressed to: Discover Bank Discover Financial Services P.O. Box 6011 Dover, Delaware 19903-6011	

PS Form 3817, January 2001

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



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 owners of the property are as follows:

**Thomas E. Foster and Carolyn J. Foster
c/o John R. Lhota, Esquire
110 North Second Street
Clearfield, PA 16830**

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

**Thomas E. Foster and Carolyn J. Foster
c/o John R. Lhota, Esquire
110 North Second Street
Clearfield, PA 16830**

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

**Bloom Electric & Heating & Plumbing
Clearfield/Cursenville Highway
Route 879, RD4, Box 91
Clearfield, PA 16830**

**Providian National Bank
295 Main street, Tilton, NH 03276
c/o Valerie P. Park, Esq.
Park Law Associates, P.C.
25 E. State Street
Doylestown, PA 18901**

**Citibank (South Dakota)
c/o Valerie P. Park, Esq.
Park Law Associates, P.C.
25 E. State Street
Doylestown, PA 18901**

**Discover Bank Discover Financial Services
P.O. Box 6011
Dover, DE 19903-6011**

**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:

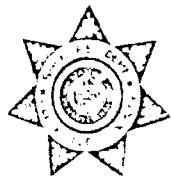
None

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: 3/28/03



Alan F. Kirk, Esquire
Attorney for Plaintiff



Sheriff's Office Clearfield County

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533
CLEARFIELD COUNTY FAX
(814) 765-6089

CHESTER A. HAWKINS
SHERIFF

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

DARLENE SHULTZ
CHIEF DEPUTY

MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR

FEBRUARY 11, 2003

ALAN F. KIRK, ESQUIRE
1375 MARTIN STREET, SUITE 204
STATE COLLEGE, PA 16803

RE: CLEARFIELD BANK AND TRUST COMPANY

VS

THOMAS E. FOSTER AND CAROLYN J. FOSTER

NO 02-1249-CD

Dear MR. KIRK:

This is notice that a Sheriff Sale has been set in the above mentioned execution for
Friday, APRIL 4, 2003, at 10:00 A.M. in our office.

You must have a representative present at the sale or it will be returned as abandoned.
If you have any question, please feel free to call me at 814-765-2641, ext. 1361. Thank
you.

Sincerely,

Cynthia Butler-Aughenbaugh
Cynthia Butler-Aughenbaugh
Office Manager

Enclosure

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

CLEARFIELD BANK AND TRUST : No. 02-1249-CD
COMPANY, :
Plaintiff :
: Type of Pleading: WRIT OF EXECUTION
: :
THOMAS E. FOSTER and CAROLYN J. : Filed on Behalf of: Plaintiff
FOSTER :
Defendants :
: 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, APRIL 4
_____, 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":

PARCEL NO. 1: BEGINNING at a corner on the northern side of State Street, being also the corner of lot formerly of Richard Spencer, now of Thomas and Karen Nell, being the southeast corner of the said Nell's and the southwest corner of the land herein described; thence by the said Nell lot North 32 degrees 45 minutes East for a distance of 270.0 feet to a corner on the line of lot of Bradley Shedd; thence by his lot, South 57 degrees 45 minutes East for a distance of 33.6 feet to a corner; thence North 32 degrees 15 minutes East for a distance of 9.9 feet to a corner of land now or formerly of Hephzibah Coal Co.; thence by said land and land of John F. Beard South 57 degrees 45 minutes East for a distance of 358.8 feet to a corner on the right of way of the B & O Railroad; thence by the said right of way South 52 degrees 53 minutes West for a distance of 89.5 feet to a concrete monument; thence still by said railroad right of way South 65 degrees 16 minutes West for a distance of 100.7 feet to a concrete monument; thence still by the said railroad right of way South 46 degrees 44 minutes West for a distance of 62.26 feet to a corner on the line of State Street extended; thence by the north line of State Street the following courses and distances North 80 degrees 25 minutes West for a distance of 68.9 feet; North 69 degrees 25 minutes West for a distance of 40.6 feet; North 67 degrees 42 minutes West for a distance of 94.4 feet; North 58 degrees 22 minutes West for a distance of 5.4 feet; North 64 degrees 52 minutes West for a distance of 82.3 feet; and North 48 degrees 00 minutes West for a distance of 10.5 feet to the place of beginning. Containing 1.9813 acres, having erected thereon a stone dwelling of three stories.

BEING the residue of premises conveyed by Hugh M. Irvin to Hugh M. Irvin, George L. Bennett, Merrill A. Caldwell, Arch M. Dunsmore, H. Philip Thompson, P.B. Swope and Ashley M. Bloom, Trustee of the Masonic Building Association of Curwensville, Pennsylvania by Deed dated April 28, 1923 and recorded in the Recorder's Office of Clearfield County in Deed Book Volume 262, Page 278. A lot reserved in said Deed was a parcel conveyed to H. Philip Thompson on March 13, 1923 by Mary J.T. O'Reilly, et al and recorded in Deed Book Volume 262, Page 14 in the Recorder's Office of Clearfield County, Pennsylvania.

PARCEL NO. 2: Being a piece of ground 12 feet square including a certain spring to which John Irvin hereinafter laid pipes and being part of a larger piece of land, bounded and described as follows:

BEGINNING at a post; thence North 71 degrees West about 26 perches to stone, being the original corner of the tract; thence along said tract line and land formerly of John Patton North 5 degrees West 59 perches; thence south 71 degrees East along original tract line 60 perches; thence along original tract line North 23 and one-half degrees West 62 perches and thence continuing in the same course about 15 perches to post and place of beginning.

RIGHTS with the right of way privilege for pipe line as conveyed to John Irvin by E.A. Irvin and Emma, his wife, by Deed dated June 2, 1890 and recorded in Deed Book No. 68 at Page 14, together with all other rights, liberties and privileges unto the said (12) feet square of ground belonging or in anywise appertaining. Having erected thereon a stone structure used as a reservoir.

There is also an exception or reservation unto the owners of Lot marked as H. Philip Thompson, now owned by Thomas and Karen Nell and their successors in title the right, privilege, liberty, leave and license of entering upon said piece of land for the purpose of making a water pipe connection with the present water supply from the spring located on the piece of land described in parcel No. 2 and maintaining the same, and using the water obtained free from any and all charge therefore. And any other rights, privileges of any former grantee of the said Grantor that may be in the nature of water lines, sewer lines, electric lines, or any other utilities contained in any easements not precisely mentioned in this transfer of land.

SUBJECT to a right-of-way conveyed to Nancy J. Shedd by Deed dated June 3, 1993 and recorded in Clearfield County Deed Book 1541, Page 193, being an access right of way over land of Noble Lodge No. 480, with sewer and water line rights also over or in said right of way.

SEIZED, taken in execution to be sold as the property of THOMAS E. FOSTER AND CAROLYN J. FOSTER, at the suit of CLEARFIELD BANK & TRUST COMPANY.

JUDGMENT NO. 02-1249-CD.

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

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 28th day of February, 2003 upon the following:

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

**Bloom Electric & Heating & Plumbing
Clearfield/Curwensville Highway
Route 879, RD4, Box 91
Clearfield, PA 16830**

**Providian National Bank
c/o Valerie P. Park, Esq.
Park Law Associates, P.C.
25 E. State Street
Doylestown, PA 18901**

**Citibank (South Dakota)
c/o Valerie P. Park, Esq.
Park Law Associates, P.C.
25 E. State Street
Doylestown, PA 18901**

**Discover Bank Discover Financial Services
P.O. Box 6011
Dover, DE 19903-6011**

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

**Thomas E. Foster and Carolyn J. Foster
c/o John R. Lhota, Esquire
110 North Second Street
Clearfield, PA 16830**

Michele M. Steudler
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
1153 cc
MAR 05 2003
8:05 AM

William A. Show
Prothonotary

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

CLEARFIELD BANK AND TRUST : No. 02-1249-CD
COMPANY, :
Plaintiff :
: Type of Pleading: WRIT OF EXECUTION
: :
THOMAS E. FOSTER and CAROLYN J. : Filed on Behalf of: Plaintiff
FOSTER :
Defendants :
: 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 WRIT OF EXECUTION

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

Issue writ of execution in the above matter,

Amount due: **\$108,447.26**

Plus continuing interest on the principal balance from November 14, 2002, plus costs.

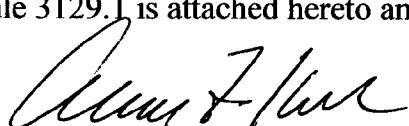
A description of the property to be levied upon and sold is attached hereto in duplicate, marked Exhibit "A" and made a part hereof.

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".

FILED

JAN 14 2003



Alan F. Kirk, Esquire
Attorney for Plaintiff

William A. Shaw
Prothonotary

EXHIBIT "A":

PARCEL NO. 1: BEGINNING at a corner on the northern side of State Street, being also the corner of lot formerly of Richard Spencer, now of Thomas and Karen Nell, being the southwesterly corner of the said Nell's and the southwest corner of the land herein described; thence by the said Nell lot North 32 degrees 15 minutes East for a distance of 270.0 feet to a corner on the line of lot of Bradley Sheeder; thence by his lot, South 57 degrees 45 minutes East for a distance of 33.6 feet to a corner; thence North 32 degrees 15 minutes East for a distance of 9.9 feet to a corner of land now or formerly of Hepburnia Coal Co.; thence by said land and land of John F. Beard South 57 degrees 45 minutes East for a distance of 358.8 feet to a corner on the right of way of the B. & O. Railroad; thence by the said right of way South 52 degrees 53 minutes West for a distance of 84.5 feet to a concrete monument; thence still by said railroad right of way South 65 degrees 16 minutes West for a distance of 100.7 feet to a concrete monument; thence still by the said railroad right of way South 46 degrees 44 minutes West for a distance of 62.26 feet to a corner on the line of State Street extended; thence by the north line of State Street the following courses and distances North 80 degrees 25 minutes West for a distance of 68.9 feet; North 69 degrees 25 minutes West for a distance of 40.6 feet; North 67 degrees 42 minutes West for a distance of 94.4 feet; North 58 degrees 22 minutes West for a distance of 5.4 feet; North 64 degrees 52 minutes West for a distance of 82.3 feet and North 48 degrees 00 minutes West for a distance of 10.5 feet to the place of beginning. Containing 1.9813 acres, having erected thereon a stone dwelling of three stories.

BEING the residue of premises conveyed by Hugh M. Irvin to Hugh M. Irvin, George L. Bonner, Merrill A. Caldwell, Arch M. Dunsmore, H. Philip Thompson, P.B. Swope and Ashley M. Bloom, Trustee of the Masonic Building Association of Curwensville, Pennsylvania by Deed dated April 28, 1923 and recorded in the Recorder's Office of Clearfield County in Deed Book Volume 262, Page 278. A lot reserved in said Deed was a parcel conveyed to H. Philip Thompson on March 13, 1923 by Mary J.T. O'dady, et al and recorded in Deed Book Volume 262, Page 14 in the Recorder's Office of Clearfield County, Pennsylvania.

PARCEL NO. 2: Being a piece of ground 12 feet square including a certain spring to which John Irvin heretofore laid pipes and being part of a larger piece of land, bounded and described as follows:

BEGINNING at a post; thence North 71 degrees West about 26 perches to stones, being the original corner of the tract; thence along said tract line and land formerly of John Patton North 5 degrees West 59 perches; thence south 71 degrees East along original tract line 60 perches; thence along original tract line North 23 and one-half degrees West 62 perches and thence continuing in the same course about 15 perches to post and place of beginning.

TOGETHER with the right of way privilege for pipe line as conveyed to John Irvin by E.A. Irvin and Emma, his wife, by Deed dated June 2, 1890 and recorded in Deed Book No. 68 at Page 14, together with all other rights, liberties and privileges unto the said (12) feet square of ground belonging or in anywise appertaining. Having erected thereon a stone structure used as a reservoir.

There is also an exception or reservation unto the owners of Lot marked as H. Philip Thompson, now owned by Thomas and Karen Nell and their successors in title the right, privilege, liberty, leave and license of entering upon said piece of land for the purpose of making a water pipe connection with the present water supply from the spring located on the piece of land described in parcel No. 2 and maintaining the same, and using the water obtained free from any and all charge therefore. And any other rights, privileges of any former grantee of the said Grantor that may be in the nature of water lines, sewer lines, electric lines, or any other utilities contained in any easements not precisely mentioned in this transfer of land.

SUBJECT to a right-of-way conveyed to Nancy J. Sheeder by Deed dated June 3, 1993 and recorded in Clearfield County Deed Book 1541, Page 193, being an access right of way over land of Noble Lodge No. 480, with sewer and water line rights also over or in said right of way.

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:

**Thomas E. Foster and Carolyn J. Foster
211 State Street
Curwensville, PA 16833**

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

**Thomas E. Foster and Carolyn J. Foster
211 State Street
Curwensville, PA 16833**

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

**Bloom Electric & Heating & Plumbing
Clearfield/Cursenville Highway
Route 879, RD4, Box 91
Clearfield, PA 16830**

**Providian National Bank
295 Main street, Tilton, NH 03276
c/o Valerie P. Park, Esq.
Park Law Associates, P.C.
25 E. State Street
Doylestown, PA 18901**

**Citibank (South Dakota)
c/o Valerie P. Park, Esq.
Park Law Associates, P.C.
25 E. State Street
Doylestown, PA 18901**

**Discover Bank Discover Financial Services
P.O. Box 6011
Dover, DE 19903-6011**

**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: _____



Alan F. Kirk, Esquire
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST : No. 02-1249-CD
COMPANY, :
Plaintiff :
: Type of Pleading: WRIT OF EXECUTION
: Filed on Behalf of: Plaintiff
THOMAS E. FOSTER and CAROLYN J. :
FOSTER :
Defendants :
: 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 _____, 2003, 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 : No. 02-1249-CD
COMPANY, :
Plaintiff :
: Type of Pleading: WRIT OF EXECUTION
: Filed on Behalf of: Plaintiff
THOMAS E. FOSTER and CAROLYN J. :
FOSTER :
Defendants :
: 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: John R. Lhota, Esquire, counsel for Thomas E. Foster and Carolyn J. Foster, Defendants

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

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. 02-1249-CD
COMPANY, :
Plaintiff :
: Type of Pleading: WRIT OF EXECUTION
: :
THOMAS E. FOSTER and CAROLYN J. : Filed on Behalf of: Plaintiff
FOSTER :
Defendants :
: 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:

We, the above named Defendants, **THOMAS E. FOSTER** and **CAROLYN J. FOSTER**, 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

1957 3 cc Atty Kirk
JAN 14 2003 Pd. 2000

Atty Kirk
Pd. 2000
3 cc Atty Kirk
Le Wnts w/ attached prep.
descri. to Shff
1 cc Shff
F. K.

William A. Shaw
Prothonotary

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

Clearfield Bank and Trust Company

Vs.

NO.: 2002-01249-CD

Thomas E. Foster and
Carolyn J. Foster

CC

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK AND TRUST COMPANY, Plaintiff(s) from THOMAS E. FOSTER and CAROLYN J. FOSTER, 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: \$108,447.26

PAID: \$120.00

INTEREST: continuing interest on the principal
balance from Nov. 14, 2002, plus costs

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 01/14/2003

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

William A. Shaw
Prothonotary/Clerk Civil Division

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

Sheriff

EXHIBIT "A":

PARCEL NO. 1: BEGINNING at a corner on the northern side of State Street, being also the corner of lot formerly of Richard Spencer, now of Thomas and Karen Nell, being the southeast corner of the said Nell's and the southwest corner of the land herein described; thence by the said Nell lot North 32 degrees 15 minutes East for a distance of 270.0 feet to a corner on the line of lot of Bradley Sheeder; thence by his lot, South 57 degrees 45 minutes East for a distance of 33.6 feet to a corner; thence North 32 degrees 15 minutes East for a distance of 9.9 feet to a corner of land now or formerly of Hepburnia Coal Co.; thence by said land and land of John F. Beard South 57 degrees 45 minutes East for a distance of 358.8 feet to a corner on the right of way of the B & O Railroad; thence by the said right of way South 52 degrees 53 minutes West for a distance of 84.5 feet to a concrete monument; thence still by said railroad right of way South 65 degrees 16 minutes West for a distance of 100.7 feet to a concrete monument; thence still by the said railroad right of way South 46 degrees 44 minutes West for a distance of 62.26 feet to a corner on the line of State Street extended; thence by the north line of State Street the following courses and distances North 80 degrees 25 minutes West for a distance of 68.9 feet; North 69 degrees 25 minutes West for a distance of 40.6 feet; North 67 degrees 42 minutes West for a distance of 94.4 feet; North 58 degrees 22 minutes West for a distance of 5.4 feet; North 64 degrees 52 minutes West for a distance of 82.3 feet; and North 48 degrees 00 minutes West for a distance of 10.5 feet to the place of beginning. Containing 1.9813 acres, having erected thereon a stone dwelling of three stories.

BEING the residue of premises conveyed by Hugh M. Irvin to Hugh M. Irvin, George L. Bennett, Merritt A. Caldwell, Arch M. Dunsmore, H. Philip Thompson, P.B. Swope and Ashley M. Bloom, Trustee of the Masonic Building Association of Curwensville, Pennsylvania by Deed dated April 28, 1923 and recorded in the Recorder's Office of Clearfield County in Deed Book Volume 262, Page 278. A lot reserved in said Deed was a parcel conveyed to H. Philip Thompson on March 13, 1923 by Mary I.T. Ordely, et al and recorded in Deed Book Volume 262, Page 14 in the Recorder's Office of Clearfield County, Pennsylvania.

PARCEL NO. 2: Being a piece of ground 12 feet square including a certain spring to which John Irvin heretofore laid pipe and being part of a larger piece of land, bounded and described as follows:

BEGINNING at a post; thence North 71 degrees West about 26 perches to stones, being the original corner of the tract; thence along said tract line and land formerly of John Patton North 5 degrees West 59 perches; thence south 71 degrees East along original tract line 60 perches; thence along original tract line North 23 and one-half degrees West 62 perches and thence continuing in the same course about 15 perches to post and place of beginning.

RIGHTS/INTER with the right of way privilege for pipe line as conveyed to John Irvin by E.A. Irvin and Emma, his wife, by Deed dated June 2, 1890 and recorded in Deed Book No. 68 at Page 14, together with all other rights, liberties and privileges unto the said (12) feet square of ground belonging or in anywise appertaining. Having erected thereon a stone structure used as a reservoir.

There is also an exception or reservation unto the owners of Lot marked as H. Philip Thompson, now owned by Thomas and Karen Nell and their successors in title the right, privilege, liberty, leave and license of entering upon said piece of land for the purpose of making a water pipe connection with the present water supply from the spring located on the piece of land described in parcel No. 2 and maintaining the same, and using the water obtained free from any and all charge therefore. And any other rights, privileges of any former grantee of the said Grantor that may be in the nature of water lines, sewer lines, electric lines, or any other utilities contained in any easements not precisely mentioned in this transfer of land.

OBJECT to a right-of-way conveyed to Nancy J. Sheeder by Deed dated June 3, 1993 and recorded in Clearfield County Deed Book 1541, Page 193, being an access right of way over land of Noble Lodge No. 480, with sewer and water line rights also over or in said right of way.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13647

CLEARFIELD BANK & TRUST COMPANY

02-1249-CD

VS.
FOSTER, THOMAS E.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, FEBRUARY 13, 2003 @ 2:05 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE.

A SALE DATE OF APRIL 4, 2003 WAS SET.

01341-01
JF 10 2003

W. J. Graw
Sheriff's Deputy

NOW, FEBRUARY 14, 2003 @ 10:45 A.M. SERVED THOMAS E. FOSTER, DEFENDANT AT ATTORNEY'S OFFICE RICK LHOTA , AT HIS EMPLOYMENT 110 NORTH SECOND STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RICK LHOTA'S SECRETARY, PERSON IN CHARGE, ATTORNEY FOR THE DEFENDANT, A TRUE AND ATTESTED COPY OF AN ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, FEBRUARY 14, 2003 @ 10:45 A.M. SERVED CAROLYN J. FOSTER, DEFENDANT, AT ATTORNEY'S OFFICE RICK LHOTA, AT HIS EMPLOYMENT 110 NORTH SECOND STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RICK LHOTA'S SECRETARY, PERSON IN CHARGE, ATTORNEY FOR THE DEFENDANT, A TRUE AND ATTESTED COPY OF AN ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, APRIL 4, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, APRIL 14, 2003 BILLED ATTORNEY FOR COSTS DUE.

NOW, MAY 1, 2003 RECEIVED CHECK FROM THE PLAINTIFF TO PAY COSTS.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13647

CLEARFIELD BANK & TRUST COMPANY

02-1249-CD

VS.

FOSTER, THOMAS E.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JUNE 5, 2003 PAID COSTS FROM ADVANCE AND CHECK FROM PLAINTIFF.

NOW, JUNE 5, 2003 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, JUNE 5, 2003 THE DEED WAS FILED.

SHERIFF HAWKINS \$211.34

SURCHARGE 40.00

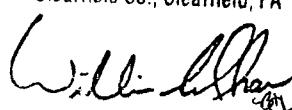
PAID BY ATTORNEY

Sworn to Before Me This

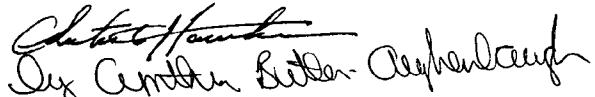
5th WILLIAM A. SHAW Day of June 2003

My Commission Expires
1st Monday in Jan. 2006

Clearfield Co., Clearfield, PA

So Answers,


Chester A. Hawkins
Sheriff

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

Clearfield Bank and Trust Company

Vs.

NO.: 2002-01249-CD

Thomas E. Foster and
Carolyn J. Foster

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK AND TRUST COMPANY, Plaintiff(s) from THOMAS E. FOSTER and CAROLYN J. FOSTER, 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;

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AMOUNT DUE: \$108,447.26

PAID: \$120.00

INTEREST: continuing interest on the principal
balance from Nov. 14, 2002, plus costs

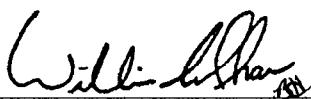
SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 01/14/2003



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 14th day
of January A.D. 2003
At 10:30 A.M./P.M.

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

Chesler A. Hawkins
Sheriff by Cynthia Bitter-Aughenbaugh

EXHIBIT "A":

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SUBJECT to a right-of-way conveyed to Nancy J. Sheeder by Deed dated June 3, 1993 and recorded in Clearfield County Deed Book 1641, Page 193, being an access right of way over land of Noble Ledge No. 480, with sewer and water line rights also over or in said right of way.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME FOSTER NO. 02-1249-CD

NOW, APRIL 4, 2003 , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 4TH day of APRIL 2003, I exposed the within described real estate of THOMAS E. FOSTER AND CAROLYN J. FOSTER to public venue or outcry at which time and place I sold the same to CLEARFIELD BANK AND TRUST COMPANY he/she being the highest bidder, for the sum of \$1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	3.90
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	10.00
TOTAL SHERIFF COSTS	211.34
DEED COSTS:	
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	30.50

PLAINTIFF COSTS, DEBIT & INTEREST:

DEBT-AMOUNT DUE	108,447.26
INTEREST FROM 11/14/02	
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
TOTAL DEBT & INTEREST	108,447.26
COSTS:	
ADVERTISING	517.23
TAXES - collector	07/07/2003
TAXES - tax claim	MAY
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.50
SHERIFF COSTS	211.34
LEGAL JOURNAL AD	261.00
PROTHONOTARY	120.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	4,365.50

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

CHESTER A. HAWKINS, Sheriff

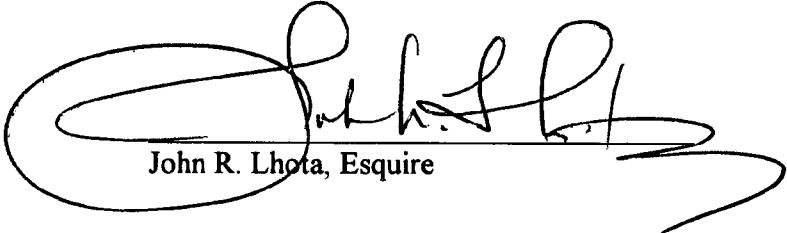
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST
COMPANY, : No. 02-1249-CD
Plaintiff :
vs. :
:

THOMAS E. FOSTER and CAROLYN J.
FOSTER :
Defendants :
:

ACCEPTANCE OF SERVICE

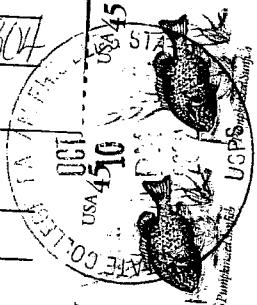
AND NOW, this 11th day of Oct., 2002, I, JOHN R. LHOTA, Esquire do hereby
accept service of the Amended Complaint in the above matter via First Class U.S. Mail with
Certificate of Mailing on behalf of Thomas E. Foster and Carolyn J. Foster, Defendants.


John R. Lhota, Esquire

FILED

JUL 22 2004
m/1:10a
William A. Shaw
Prothonotary
2 copies to Attn

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From: <u>Alan E. Kirk, Esquire</u> <u>1375 Martin Street, Suite 204</u> <u>State College, PA 16803</u>		
One piece of ordinary mail addressed to: <u>John R. Uinta, Esquire</u> <u>111 North Elmwood Street</u> <u>Clearfield, PA 16830</u>		



PS Form 3817, January 2001

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