

2002-1643-CD

S & T Bank vs Scott K. Thompson, et al

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

S & T Bank  
Plaintiff(s)

No.: 2002-01643-CD

Real Debt: \$48,950.75

Atty's Comm:

Vs.

Costs: \$

Scott K. Thompson  
Robina J. Thompson  
Defendant(s)

Int. From:

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 31, 2003

Expires: January 31, 2008

Certified from the record this 31st day of January, 2003.



\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on 11-26, 2004, of defendant, full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

  
\_\_\_\_\_  
Plaintiff/Attorney S&T BANK

FILED <sup>EOK</sup>  
P. Cherry pd. 700  
01/31/2004 16 OC  
DEC 02 2004  
2 Sct. to Atty  
William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**DEC 02 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

**CERTIFICATE OF SATISFACTION OF JUDGMENT**

No.: 2002-01643-CD

S & T Bank

Debt: \$48,950.75

Vs.

Atty's Comm.:

Scott K. Thompson  
Robina J. Thompson

Interest From:

Cost: \$7.00

NOW, Thursday, December 02, 2004 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 2nd day of December, A.D. 2004.

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Prothonotary

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

Sheriff Docket # 13750

**S & T BANK**

**02-1643-CD**

**VS.**

**THOMPSON, SCOTT K.**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

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**NOW, MARCH 10, 2003 @ 3:00 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.**

**A SALE DATE OF MAY 2, 2003 WAS SET.**

**NOW, MARCH 11, 2003 DEPUTIZED BUTLER COUNTY TO SERVE SCOTT K. THOMPSON**

**NOW, MARCH 12, 2003 @ 10:15 A.M. O'CLOCK SERVED ROBINA J. THOMPSON, DEFENDANT, AT HER RESIDENCE 1151 TREASURE LAKE, LOT 65, SECTION 8A, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA 15801 BY HANDING TO ROBINA J. THOMPSON, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.**

**NOW, MARCH 25, 2003 @ 1:00 P.M. O'CLOCK SERVED SCOTT K. THOMPSON, DEFENDANT, AT THE BUTLER COUNTY SHERIFF'S OFFICE, 300 S. MAIN STREET BUTLER, BUTLER COUNTY, PENNSYLVANIA BY HANDING TO SCOTT K. THOMPSON, DEFENDANT, A TRUE AND ATTESTED COPY OF THE WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.**

**NOW, MAY 2, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$14,000 + COSTS.**

**NOW, JULY 31, 2003 PAID COSTS FROM THE ADVANCE AND MADE A REFUND OF THE UNUSED ADVANCE TO THE ATTORNEY.**

**FILED**  
*01/09/04*  
**AUG 01 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13750

S & T BANK

02-1643-CD

VS.

THOMPSON, SCOTT K.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, AUGUST 1, 2003 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY \_  
OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR  
\$14,000.00 + COSTS.

NOW, AUGUST 1, 2003 A DEED WAS FILED.

SHERIFF HAWKINS \$534.48

SURCHARGE \$40.00

PAID BY ATTORNEY

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Sworn to Before Me This

1<sup>st</sup> Day Of August 2003

Will A. Shaw

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

*WAS*

So Answers,

*Chester Hawkins*  
By Cynthia Butler-August 2003  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK,	:	
	Plaintiff,	:
vs.	:	No. 02 - 1643 C.D.
	:	
SCOTT K. THOMPSON and ROBINA J.	:	ACTION OF MORTGAGE
THOMPSON,	:	FORECLOSURE
	Defendants.	:

WRIT OF EXECUTION

NOTICE

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. 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 exemptions, 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.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA }  
COUNTY OF CLEARFIELD } SS:

To satisfy the judgment, interest and costs against SCOTT K. THOMPSON and ROBINA J. THOMPSON, defendants

(1) you are directed to levy upon the property of the defendant and to sell his interest therein;

(2) you are also directed to attach the property of the defendant not levied upon in the possession of \_\_\_\_\_  
as garnishee, \_\_\_\_\_ (Name of Garnishee)

(Specifically describe property)  
and to notify the garnishee that

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

(3) if property of the defendants 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 that he has been added as a garnishee and is enjoined as above stated.

(a) Principal	\$44,732.15
(b) Interest from March 18, 2002, to October 2, 2002	2,215.77
(c) Late charges and fees	1,002.83
(d) Attorney's collection fee	<u>1,000.00</u>
	\$48,950.75
(e) Costs and additional interest to be added	

Received 1-31-03 @ 3:30 P.M. WILLIAM A. SHAW, PROTHONOTARY:  
Chester A. Baumrind  
By Cynthia Bitter-Baumrind By William A. Shaw  
(Deputy)

## MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 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

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME      THOMPSON      NO.      02-1643-CD

NOW,      May 2, 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      2ND      day of      MAY      2003, I exposed the within described real estate of      SCOTT K. THOMPSON AND ROBINA J. THOMPSON      to public venue or outcry at which time and place I sold the same to      S & T BANK

he/she being the highest bidder, for the sum of      \$14,000 + COSTS      and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	13.68
LEVY	15.00
MILEAGE	13.68
POSTING	15.00
CSDS	10.00
COMMISSION 2%	280.00
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	13.68
ADD'L LEVY	
BID AMOUNT	14,000.00
RETURNS/DEPUTIZE	9.00
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	10.00
<b>TOTAL SHERIFF COSTS</b>	<b>534.48</b>

**DEED COSTS:**

ACKNOWLEDGEMENT5	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>28.50</b>

**PLAINTIFF COSTS, DEBIT & INTEREST:**

DEBT-AMOUNT DUE	44,732.15
INTEREST	2,215.77
TO BE ADDED	TO SALE DATE
ATTORNEY FEES	1,000.00
PROTH. SATISFACTION	
LATE CHARGES & FEES	1,002.83
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>48,950.75</b>
<b>COSTS:</b>	
ADVERTISING	264.60
TAXES - collector	PD 4/21/03
TAXES - tax claim	NONE
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	534.48
LEGAL JOURNAL AD	152.00
PROTHONOTARY	120.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>1,244.58</b>

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

CHESTER A. HAWKINS, Sheriff



# 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

MARILYN HAMM  
DEPT. CLERK

MARGARET PUTT  
OFFICE MANAGER

PETER F. SMITH  
SOLICITOR

## DEPUTATION

### IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S & T BANK

TERM & NO. 02-1643-CD

VS

DOCUMENT TO BE SERVED:

SCOTT K. THOMPSON AND ROBINA J. THOMPSON

WRIT OF EXECUTION

NOTICE OF SALE

COPY OF LEVY

**SERVE BY:**

ASAP

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

SERVE: SCOTT K. THOMPSON

ADDRESS: 207 HINDMAN ROAD, PETROLIA, PA 16050

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF BUTLER COUNTY Pennsylvania to execute this writ. This Depetation being made at the request and risk of the Plaintiff this 11th Day of MARCH 2003.

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY.

NOTICE OF SHERIFF'S SALE, WRIT OF EXECUTION, LEVY

REC'D 3/13/03  
ORIGIN CLEARFIELD CO CASE# 2002-1643 C.D. FILED: 03/06/03 LDT: ASAP

PLAINTIFF  
S & T BANK

DEFENDANT  
SCOTT K THOMPSON AND  
ROBINA J THOMPSON

KUSS

SERVE:

SCOTT K. THOMPSON CONCORD TWP.  
207 HINDMAN RD  
PETROLIA, PA 1605000

03-25-03 AT 1:00 PM DEPUTY MICHAEL WELESKI SERVED THE DEFENDANT SCOTT K THOMPSON PERSONALLY AT THE PLACE OF BEING, BUTLER COUNTY SHERIFF'S OFFICE, 300 S. MAIN ST. BUTLER PA. 03-24-03 AT 11:15 AM DEPUTY KUSS ATTEMPTED SERVICE, NA, LEFT CARD TO CALL OFFICE. 03-19-03 MAILED POST CARD.

MICHAEL WELESKI, DEPUTY SHERIFF

SO ANSWERS:

DENNIS C. RICKARD, SHERIFF, COUNTY OF BUTLER

SWORN TO AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 200\_\_\_\_\_

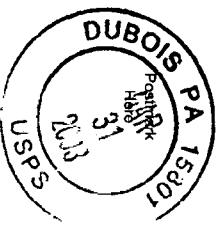
NOTARY PUBLIC

ATTORNEY	Writ	\$ 9.00	03/15/00 IND: CK#7972
GLEASON CHERRY & CHERRY PO BOX 505 DUBOIS, PA 15801	SurCharge	\$ -	GLEASON CHERRY & CHERRY
	Notary	\$ 4.00	
	Service	\$ 9.00	
	Copies	\$ 5.00	
	NEI	\$ -	
	Post	\$ -	
	CERT. MAIL	\$ -	
	Mileage	\$ 15.00	
	Total	\$ 42.00	GLEASON CHERRY & CHERRY REFUND \$ 33.00 CK # 5673

U.S. MAIL RECEIPT

*{Domestic Mail Only; No Insurance Coverage Provided}*

Postage	\$ .37
Identified Fee	2.30
Recipient Fee (if Required)	
Delivery Fee (if Required)	
<b>Subtotal Fees</b>	<b>\$ 2.67</b>



Reclaimant's Name *(Please Print Clearly to be completed by mailer)*  
**TREASURE LAKE PROPERTY OWNERS ASSN.**

Street, Apt. No., or PO Box No.  
 City, State, Zip  
**Bubois, PA 15801**

Re Form 2-2001 February 2000  
 See Reverse for Instructions

See Reverse for Instruction

**Certified Mail Provides:**

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

**Important Reminders:**

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

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

PS Form 3800, February 2000 (Reverse)

102595-98-M-2087

Domestic Mail Only. Insurance Coverage Provided

O F F I C I A L U S E				
0580	2900	4000	0350	0000



Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67

*Sent To*  
SCOTT K. THOMPSON

Street, Apt. No., or P.O. Box No.  
207 Hindman Road

City, State, ZIP+4

Petrolia, PA 16050

See Reverse for Instruction

Form 3200, May 2000

**Certified Mail Provides:**

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

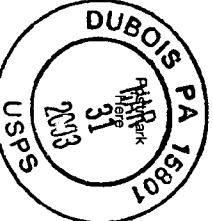
**Important Reminders:**

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- 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.
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- 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.**

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

7000 1670 0000 4731 6095	
[Redacted Address]	
Postage	\$ .37
Certified Fee	\$ 2.30
(Endorsement Required)	
Return Receipt Fee	
(Endorsement Required)	
Restricted Delivery Fee	
(Endorsement Required)	
Total Postage & Fees	\$ 2.67
Recipient's Name (Please Print Clearly) (to be completed by mailer)	
TOTAL ENVIRONMENTAL SOLUTIONS, INC.	
Street, Apt. No., or P.O. Box No.	
487 Treasure Lake	
C.W. Site #254	
DUBOIS, PA 15801	



See Reverse for Instructions

PS Form 3809, February 2000

**Certified Mail Provides:**

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

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, 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**

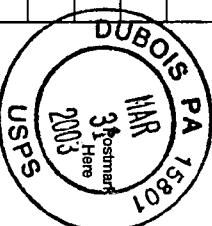
PS Form 3800, February 2000 (Revised 9)

102595-98-M-2087

Domestic Mail Only. No Insurance Coverage Provided

**OFFICIAL USE**

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 2.67</b>



<b>Sent To</b>	ROBINA J. THOMPSON
Street, Apt. No., or P.O. Box No.	1151 Treasure Lake
City, State, ZIP + 4	DUBOIS, PA 15801
See Reverse for Instructions	

Form 3800 Mail-2000

**Certified Mail Provides:**

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

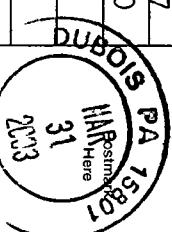
**Important Reminders:**

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- 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.**

**CERTIFIED MAIL RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

7000 1670 0000 4731 6101	
Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 2.67</b>



Recipient's Name (Please Print Clearly) (to be completed by mailer)

DOMESTIC RELATIONS SECTION

Street No. PO Box No.

230 E. Market St., 3rd Floor

City State, Zip  
Clearfield, PA 16830

See Reverse for Instructions

PS Form 3300 Revision 2/80

**Certified Mail Provides:**

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- 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**

PS Form 3800, February 2000 (Revised)

102595-98-M-2087

**U.S. CERTIFIED MAIL RECEIPT**

*(Domestic Mail Only; No Insurance Coverage Provided)*

1670 0000 4731 6064

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67

RECEIVED  
DUBois PA 15801  
31  
2003  
USPS

Recipient's Name (Please Print Clearly) To Be Completed by Mailing Party  
LITE ANN COLLINS, SANDY TWP. TAX COL.  
Street, Apt. No. or PO Box No.  
P.O. Box 252  
City, State 27544  
DUBois PA 15801

PS Form 3809, February 2000

See Reverse for Instructions

**Certified Mail Provides:**

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

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

102595-98-N-2087

PS Form 3800, February 2000 (Reverso)

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

1670 0000 4731 6071	
[Redacted]	
Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67

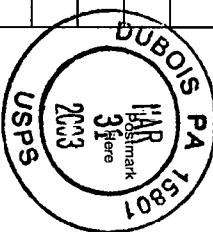
Recipient's Name (Please Print Clearly) to be completed by mailer  
**CLEARFIELD COUNTY TAX CLAIM BUREAU**

Street, Apt. No., or P.O. Box No.  
230 East Market Street

City, State, Zip+4  
Clearfield, PA 16830

See Reverse for Instructions

25 Form 2500, February 2010



**Certified Mail Provides:**

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

**Important Reminders:**

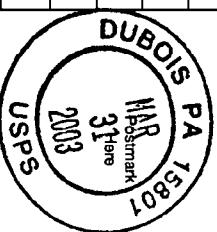
- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested." To receive a fee waiver for a duplicate return receipt, "USPS postmark on your Certified Mail receipt is required." *OR*
- For an additional fee, delivery may be restricted to the addressee's 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.**

PS Form 3800, February 2000 (Reverse) 102595-95-M-2087

Domestic Mail Only. No insurance coverage provided.

0	0	8	3	6	0	0	6	7	0	8	3	6
Postage	\$ .37											
Certified Fee	2.30											
Return Receipt Fee (Endorsement Required)												
Restricted Delivery Fee (Endorsement Required)												
Total Postage & Fees	\$ 2.67											



sent to	RÖBINA J. THOMPSON
Street, Apt. No., or P.O. Box No.	C/o The Hopkins Law Firm
900 Beaver Drive	
City, State, ZIP + 4	DUBOIS, PA 15801
See Reverse for Instructions	

Form 3800, May 2000

### **Certified Mail Provides:**

A mailing receipt

A unique identifier for your mailpiece

A signature upon delivery

A record of delivery kept by the Postal Service for two years

**Important Reminders:**

Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.

Certified Mail is not available for any class of international mail.

NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For

valuables, please consider Insured or Registered Mail.

For an additional fee, a Return Receipt may be requested to provide proof of

delivery. To obtain Return Receipt service, please complete and attach a Return

Receipt (PS Form 3811) to the article and add applicable postage to cover the

fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for

a duplicate return receipt, a USPS postmark on your Certified Mail receipt is

required.

For an additional fee, delivery may be restricted to the addressee or

addressee's authorized agent. Advise the clerk or mark the mailpiece with the

endorsement "Restricted Delivery".

If a postmark on the Certified Mail receipt is desired, please present the article

at the post office for postmarking. If a postmark on the Certified Mail

receipt is not needed, detach and affix label with postage and mail.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK, :  
Plaintiff, : No. 02 - 1643 C.D.  
vs. :  
: ACTION OF MORTGAGE  
SCOTT K. THOMPSON and ROBINA J. : FORECLOSURE  
THOMPSON, :  
Defendants. :  
: FILED

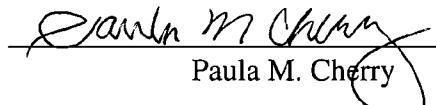
AFFIDAVIT

APR 01 2003

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :  
:

William A. Shaw  
Prothonotary

Personally appeared before me, the undersigned officer, PAULA M. CHERRY,  
Attorney for S & T BANK, Plaintiff in the above action, who, being duly sworn according to  
law, deposes and says that service of the Notice of Sheriff's Sale in the above-captioned case  
was made on the parties listed in the Affidavit Pursuant to Rule 3129.1, by certified mail on the  
date stamped on the Receipts for Certified Mail which are hereto attached, to wit: March 31,  
2003.

  
Paula M. Cherry

Sworn to and subscribed before me this 1<sup>st</sup> day of April, 2003.

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

FILED <sup>NO</sup>  
cc

01/01/39 8:11 AM  
APR 01 2003  
625

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK, :  
Plaintiff, : No. 02 - 1643 C.D.  
vs. :  
: ACTION OF MORTGAGE  
SCOTT K. THOMPSON and ROBINA J. : FORECLOSURE  
THOMPSON, :  
Defendants. :

AFFIDAVIT PURSUANT TO RULE 3129.1

S & T BANK, Plaintiff in the above Action, sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located in Sandy Township, Clearfield County, Pennsylvania, more particularly described in Exhibit "A" attached hereto and made a part hereof.

1. Names and addresses of Owners or Reputed Owners:

<u>Name</u>	<u>Address</u>
SCOTT K. THOMPSON	207 Hindman Road Petrolia, PA 16050
ROBINA J. THOMPSON	1151 Treasure Lake DuBois, PA 15801 and c/o The Hopkins Law Firm 900 Beaver Drive DuBois, PA 15801

**FILED**

JAN 31 2003

William A. Shaw  
Prothonotary

2. Names and addresses of Defendants in the Judgment:

<u>Name</u>	<u>Address</u>
SCOTT K. THOMPSON	207 Hindman Road Petrolia, PA 16050
ROBINA J. THOMPSON	1151 Treasure Lake DuBois, PA 15801
	and
	c/o The Hopkins Law Firm 900 Beaver Drive DuBois, PA 15801

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

<u>Name</u>	<u>Address</u>
S & T BANK	456 Main Street P.O. Box D Brockway, PA 15824

4. Names and addresses of the last recorded holder of every Mortgage of record:

<u>Name</u>	<u>Address</u>
S & T BANK	456 Main Street P.O. Box D Brockway, PA 15824

5. Names and addresses of every other person who has any record lien on the property: NONE.

6. Names and addresses of every other person who has any record interest in the

property and whose interest may be affected by the sale:

<u>Name</u>	<u>Address</u>
CLEARFIELD COUNTY TAX CLAIM BUREAU	230 East Market Street Clearfield, PA 16830
LEE ANN COLLINS SANDY TOWNSHIP TAX COLLECTOR	P.O. Box 252 DuBois, PA 15801
TOTAL ENVIRONMENTAL SOLUTIONS, INC.	487 Treasure Lake DuBois, PA 15801
TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.	13 Treasure Lake DuBois, PA 15801
DOMESTIC RELATIONS SECTION	230 East Market Street 3 <sup>rd</sup> Floor Clearfield, PA 16830

The proper municipal authorities in the Township of Sandy, Clearfield County, Pennsylvania, must be contacted to obtain any unpaid bills, water or sewer charges, or amounts owing on liens and bills which may not have been placed of record in the County Courthouse.

7. Names and addresses 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, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

GLEASON, CHERRY AND CHERRY, L.L.P.

By Paula M. Cherry  
Paula M. Cherry  
Attorneys for Plaintiff

Dated: January 31, 2003

ALL that certain tract of land designated as Lot No. 65, Section 8A, "Barbuda" in the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

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

FILED  
1C.C. Aug. P. Cherry  
OCT 15 2003  
JAN 3 2003  
G. G. G.

William A. Shaw  
Prothonotary

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

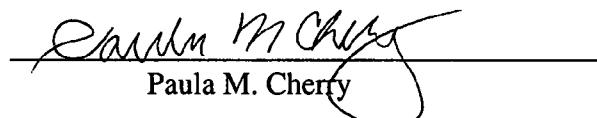
S & T BANK, :  
Plaintiff, : No. 02 - 1643 C.D.  
vs. :  
: ACTION OF MORTGAGE  
SCOTT K. THOMPSON and ROBINA J. : FORECLOSURE  
THOMPSON, :  
Defendants. :

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

Personally appeared before me, the undersigned officer, PAULA M. CHERRY,  
Attorney for S & T BANK, Plaintiff, who, being duly sworn according to law, deposes and  
says that the last known address of the above-named Defendant, SCOTT K. THOMPSON, is  
207 Hindman Road, Petrolia, Pennsylvania 16050; and that the last known addresses of the  
above-named Defendant, ROBINA J. THOMPSON, are 1151 Treasure Lake, DuBois,  
Pennsylvania 15801 and c/o The Hopkins Law Firm, 900 Beaver Drive, DuBois, Pennsylvania  
15801.

Further deponent saith not.

  
Paula M. Cherry

Sworn to and subscribed before me this 10<sup>th</sup> day of January, 2003.

**FILED**

JAN 31 2003

William A. Shaw  
Prothonotary

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

FILED NO  
OCT 5 1963  
JAN 3 1 1964  
FBI

William A. Shaw  
Prothonotary

Praeclipe for Writ of Execution - Money Judgments.

S& T BANK, Plaintiff, } IN THE COURT OF COMMON PLEAS  
vs. } OF CLEARFIELD COUNTY, PENNSYLVANIA.  
SCOTT K. THOMPSON and ROBINA J. }  
THOMPSON, Defendants. } NO. 02 - 1643 C.D. Term, 19

PRAECLYPE FOR WRIT OF EXECUTION

**FILED**

To the Prothonotary:

JAN 31 2003

Issue writ of execution in the above matter,

William A. Shaw  
Prothonotary

- (1). directed to the Sheriff of Clearfield County;
- (2). against the following property. See attached Exhibit "A", which is made a part hereof of defendant(s) and
- (3). against the following property in the hands of (name) garnishee;
- (4). and index this writ
  - (a) against SCOTT K. THOMPSON and ROBINA J. THOMPSON defendant(s) and
  - (b) against , as garnishee, as a lis pendens against real property of the defendant(s) in name of garnishee as follows:  
\_\_\_\_\_  
\_\_\_\_\_

RECEIVED WRIT THIS day

of 19 A. D. 19      ,  
at 10:00 A.M. M.

IN THE COURT OF COMMON  
PLEAS, CLEARFIELD COUNTY,  
PENNSYLVANIA.

S & T BANK, Plaintiff  
vs.  
S & T BANK, Plaintiff

SCOTT K. THOMPSON and ROBINA J.  
THOMPSON, Defendants

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT	48,950	75
Interest from 10/2/02		
Prothonotary	-	120.00
Use Attorney	-	
Use Plaintiff	-	
Attorney's Comm.	-	
Satisfaction	-	
Sheriff	-	

Praeclipe for Writ of Execution

GLEASON, CHERRY AND CHERRY, L.L.P.:  
John W. Gleason  
By \_\_\_\_\_ Attorney for Plaintiff(s).

Praeclipe for Writ of Execution - Money Judgments.

S & T BANK,  
vs.  
SCOTT K. THOMPSON and ROBINA J.  
THOMPSON,  
Defendants.

Plaintiff,  
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA.

NO. 02 - 1643 C.D.

Term, 19

PRAECLYPE FOR WRIT OF EXECUTION

**FILED**

To the Prothonotary:

JAN 3 1 2003

Issue writ of execution in the above matter,

William A. Shaw  
Prothonotary

- (1). directed to the Sheriff of Clearfield County;
- (2). against the following property See attached Exhibit "A", which is made a part hereof of defendant(s) and
- (3). against the following property in the hands of (name) garnishee;
- (4). and index this writ
  - (a) against SCOTT K. THOMPSON and ROBINA J. THOMPSON defendant(s) and
  - (b) against , as garnishee, as a lis pendens against real property of the defendant(s) in name of garnishee as follows:

(Specifically describe property)

(If space insufficient attach extra sheets)

(5). Amount due	\$48,950.75
Interest from October 2, 2002, at the daily rate of \$9.8043068	\$
Costs (to be added)	\$

GLEASON, CHERRY AND CHERRY, L.L.P.: *Prothonotary Costs 120.00*

By *Dawn MCM*

Attorney for Plaintiff(s)

RECEIVED WRIT THIS \_\_\_\_\_ day  
of \_\_\_\_\_ A. D. 19 \_\_\_\_\_,

No. 02 - 1643 C.D. Term, 19  
No. Term, 19  
of \_\_\_\_\_ at \_\_\_\_\_ M.

IN THE COURT OF COMMON  
PLEAS, CLEARFIELD COUNTY,  
PENNSYLVANIA.

S & T BANK, \_\_\_\_\_  
Plaintiff  
vs.  
\_\_\_\_\_

SCOTT K. THOMPSON and ROBINA J.  
THOMPSON, \_\_\_\_\_  
Defendants

WRIT OF EXECUTION (Money Judgments)	
EXECUTION DEBT	48,950
Interest from 10/2/02	75
Prothonotary	- - -
Use Attorney	-
Use Plaintiff	-
Attorney's Comm.	-
Satisfaction	- - -
Sheriff	- - - -

Praeipe for Writ of Execution

GLEASON, CHERRY AND CHERRY, L.L.P.:  
By John W. Cherry  
Attorney for Plaintiff(s).

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PY

CIVIL ACTION

S & T BANK, Plaintiff :  
vs. : No. 02 - 1643 C.D.  
SCOTT K. THOMPSON and ROBINA J. Plaintiff :  
THOMPSON, Defendants : ACTION OF MORTGAGE  
Defendants : FORECLOSURE

WRIT OF EXECUTION

NOTICE

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. 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 exemptions, 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.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA }  
COUNTY OF CLEARFIELD } SS.

To satisfy the judgment, interest and costs against SCOTT K. THOMPSON and ROBINA J. THOMPSON, defendants

(1) you are directed to levy upon the property of the defendant and to sell his interest therein;

(2) you are also directed to attach the property of the defendant not levied upon in the possession of \_\_\_\_\_  
as garnishee, \_\_\_\_\_ (Name of Garnishee)

(Specifically describe property)  
and to notify the garnishee that

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

(3) if property of the defendants 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 that he has been added as a garnishee and is enjoined as above stated.

(a) Principal	\$44,732.15
(b) Interest from March 18, 2002, to October 2, 2002	2,215.77
(c) Late charges and fees	1,002.83
(d) Attorney's collection fee	<u>1,000.00</u>
(e) Costs and additional interest to be added	\$48,950.75

Prothonotary  
Costs \$120.00

WILLIAM A. SHAW, PROTHONOTARY:

By \_\_\_\_\_  
(Deputy)

## MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 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

ALL that certain tract of land designated as Lot No. 65, Section 8A, "Barbuda" in the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

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

**FILED**

rec'd ~~staff~~

1/21/76  
JAN 31 1976

Atty pd. 20.00

(6 wnts/packets to shss

William A. Shaw  
Prothonotary

*CS/BS*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK, :  
Plaintiff, : No. 02 - 1643 C.D.  
vs. :  
: ACTION OF MORTGAGE  
SCOTT K. THOMPSON and ROBINA J. : FORECLOSURE  
THOMPSON, :  
Defendants. :

P R A E C I P E

TO: WILLIAM A. SHAW, PROTHONOTARY

Dear Sir:

Enter judgment against the above-named Defendants, SCOTT K. THOMPSON and ROBINA J. THOMPSON, and in favor of the Plaintiff, S & T BANK, in the sum of FORTY-EIGHT THOUSAND NINE HUNDRED FIFTY DOLLARS and SEVENTY-FIVE CENTS (\$48,950.75), for failure to file an Answer within Twenty (20) days from service of the Complaint and for further failure to file an Answer within Ten (10) days from service of a Ten-day Default Notice, which Notice was served on Defendants on December 4, 2002, copies of which are attached hereto and made a part hereof as Exhibits "A" and "B".

Dated this 31<sup>st</sup> day of January, 2003.

**FILED**

JAN 31 2003

William A. Shaw  
Prothonotary

GLEASON, CHERRY AND CHERRY, L.L.P.

By Randie M. Cherry  
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK,

Plaintiff : No. 02 - 1643 C.D.

vs.

SCOTT K. THOMPSON and ROBINA J.  
THOMPSON, : ACTION OF MORTGAGE  
Defendants. : FORECLOSURE

TO: SCOTT K. THOMPSON  
207 Hindman Road  
Petrolia, PA 16050

Date of Notice: December 4, 2002

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. 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:

Office of the Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

GLEASON, CHERRY AND CHERRY, L.L.P.

By

*Dana Michen*

Attorneys for Plaintiff  
One North Franklin Street  
P.O. Box 505  
DuBois, PA 15801-0505

Exhibit "A"

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

S & T BANK,

vs. Plaintiff : No. 02 - 1643 C.D.

SCOTT K. THOMPSON and ROBINA J. Plaintiff : ACTION OF MORTGAGE  
THOMPSON, Plaintiff : FORECLOSURE

Defendants. :

TO: ROBINA J. THOMPSON  
1151 Treasure Lake  
DuBois, PA 15801

and

ROBINA J. THOMPSON  
c/o The Hopkins Law Firm  
900 Beaver Drive  
DuBois, PA 15801

Date of Notice: December 4, 2002

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. 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:

Office of the Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

GLEASON, CHERRY AND CHERRY, L.L.P.

By Darla Michale  
Attorneys for Plaintiff  
One North Franklin Street  
P.O. Box 505  
DuBois, PA 15801-0505

Exhibit "B"

**FILED**

Atty pd. 20.00

01/15/01  
JAN 3 1 2003

Notices to Robin - at home &  
and Cho Hopkins Law

William A. Shaw  
Prothonotary

Testament to Atty. P. Cherry

Scott Thompson

*Not*

*Not*

*Not*

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

CCOPY

S & T BANK

Plaintiff

No. 02 - 1643 C.D.

ACTION OF MORTGAGE  
FORECLOSURE

vs.

SCOTT K. THOMPSON and ROBINA J. THOMPSON,

Defendants

NOTICE is given that a JUDGMENT in the above captioned matter  
has been entered against you in the amount of \$48,950.75, plus interest and  
costs of suit,  
on January 31, 2003, JK.

WILLIAM A. SHAW, PROTHONOTARY:

By

Deputy



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

S & T Bank  
Plaintiff(s)

No.: 2002-01643-CD

Real Debt: \$48,950.75

Atty's Comm:

Vs.

Costs: \$

Int. From:

Scott K. Thompson  
Robina J. Thompson  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 31, 2003

Expires: January 31, 2008

Certified from the record this 31st day of January, 2003.

---

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**

Sheriff Docket # 13195

**S&T BANK**

**02-1643-CD**

**VS.**

**THOMPSON, SCOTT K. & ROBINA J.**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

---

**NOW NOVEMBER 13, 2002 AT 8:57 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBINA J. THOMPSON, DEFENDANT AT EMPLOYMENT, 900 BEAVER DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBINA THOMPSON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**SERVED BY: McCLEARY/NEVLING**

**NOW OCTOBER 21, 2002, DENNIS RICKARD, SHERIFF F BUTLER COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SCOTT K. THOMPSON, DEFENDANT.**

**NOW NOVEMBER 12, 2002 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SCOTT K. THOMPSON, DEFENDANT BY DEPUTIZING THE SHERIFF OF BUTLER COUNTY. THE RETURN OF SHERIFF RICKARD IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.**

---

**Return Costs**

<b>Cost</b>	<b>Description</b>
58.90	<b>SHFF. HAWKINS PAID BY: ATTY.</b>
30.00	<b>SHFF. RICKARD PAID BY; ATTY.</b>
20.00	<b>SURCHARGE PAID BY: ATTY.</b>

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13195

S&T BANK

02-1643-CD

VS.

THOMPSON, SCOTT K. & ROBINA J.

COMPLAINT IN MORTGAGE FORECLOSURE

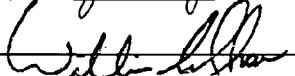
**SHERIFF RETURNS**

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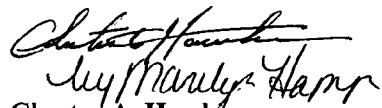
Sworn to Before Me This

So Answers,

23 Day Of January 2003



Deputy Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

  
Chester A. Hawkins  
Sheriff

**FILED**

 JAN 23 2003

William A. Shaw  
Prothonotary

BUTLER COUNTY SHERIFF'S OFFICE P.O. Box 1208, Butler, Pa 16003-1208

IDENTIFICATION 108/075

## COMPLAINT IN CIVIL ACTION, NOTICE TO DEFEND, EXHIBITS, VERIFICATION

REC'D 10/23/02  
 ORIGIN CLEARFIELD CO. CASE# 2002-1643  
 FILED: 10/21/02 LDTS: 11/20/02

PLAINTIFF  
 S & T BANK

DEFENDANT  
 SCOTT K. THOMPSON  
 ROBINA J. THOMPSON

VENSEL  
 SERVE: SCOTT K. THOMPSON CONCORD TWP  
 207 HINDMAN RD.  
 PETROLIA, PA. 16050

11-12-02 AT 2:30 PM DEPUTY THOMAS VENSEL SERVED THE DEFENDANT SCOTT K. THOMPSON PERSONALLY  
 AT THE PLACE OF BEING, BUTLER COUNTY SHERIFF'S OFFICE, 300 S.MAIN ST. BUTLER PA. 10-28-02 MAILED POST  
 CARD.



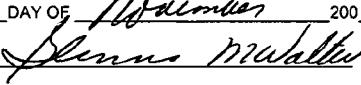
THOMAS VENSEL, DEPUTY SHERIFF

SO ANSWERS:



DENNIS C. RICKARD, SHERIFF, COUNTY OF BUTLER

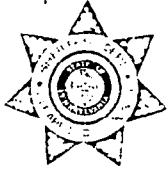
SWORN TO AND SUBSCRIBED BEFORE ME

THIS 14 DAY OF November 2002  
  
 DENNIS C. RICKARD  
 NOTARY PUBLIC

PROTHONOTARY OFFICIAL TITLE  
 COMMISSION EXPIRES FIRST MONDAY IN JAN. 2004

ATTORNEY GLEASON, CHERRY & CHERRY, LLP PO BOX 505 DUBOIS, PA. 15801-0505 814-371-5800	Writ		\$9.00	10/23/02 IND: \$75.00 CK# 7610
	SurCharge		\$0.00	GLEASON, CHERRY & CHERRY, LLP
	Notary		\$4.00	
	Service		\$9.00	
	Copies		\$5.00	
	NEI		\$0.00	
	Post		\$0.00	
	CERT.MAIL		\$0.00	
	Mileage		\$3.00	
	Total		\$30.00	REFUND \$ 45.00 CK # 4684 GLEASON, CHERRY & CHERRY, LLP

P A I D  
10-23-10



# Sheriff's Office Clearfield County

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

CHESTER A. HAWKINS  
SHERIFF

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

Robert Snyder  
CHIEF DEPUTY

Cynthia Aughenbaugh  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

### IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK

TERM & NO. 02-1643-CD

VS

SCOTT K. THOMPSON al

DOCUMENT TO BE SERVED:

COMPLAINT IN MORTGAGE FORECLOSURE

**SERVE BY:** 11/20/02

**MAKE REFUND PAYABLE TO:** GLEASON, CHERRY & CHERRY, Attorneys

**SERVE:** SCOTT K. THOMPSON

1081075  
Concord Jep.

**ADDRESS:** 207 Hindman Road, Petrolia, Pa. 16050

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF BUTLER COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 21st Day of October 2002.

Respectfully,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

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

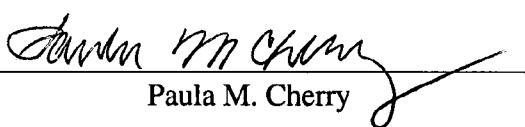
S & T BANK, :  
Plaintiff, : No. 02 - 1643 C.D.  
vs. :  
: ACTION OF MORTGAGE  
SCOTT K. THOMPSON and ROBINA J. : FORECLOSURE  
THOMPSON, :  
Defendants. :

A F F I D A V I T

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

Personally appeared before me, the undersigned officer, PAULA M. CHERRY, who states that she served the Defendants, SCOTT K. THOMPSON and ROBINA J. THOMPSON, each with a Ten-day Notice to file an Answer in the above-captioned case, copies of which are attached hereto, by sending the same to the Defendants by United States First Class mail, postage prepaid, on December 4, 2002, addressed as follows:

SCOTT K. THOMPSON 207 Hindman Road Petrolia, PA 16050	ROBINA J. THOMPSON 1151 Treasure Lake DuBois, PA 15801	ROBINA J. THOMPSON c/o The Hopkins Law Firm 900 Beaver Drive DuBois, PA 15801
---	--	--

  
Paula M. Cherry

Sworn to and subscribed before me this 6<sup>th</sup> day of December, 2002.

  
FBI  
FD

  
William A. Shaw

Prothonotary

Deputy Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK, :  
Plaintiff, : No. 02 - 1643 C.D.  
vs. :  
SCOTT K. THOMPSON and ROBINA J. : ACTION OF MORTGAGE  
THOMPSON, : FORECLOSURE  
Defendants. :

TO: SCOTT K. THOMPSON  
207 Hindman Road  
Petrolia, PA 16050

Date of Notice: December 4, 2002

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. 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:

Office of the Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

GLEASON, CHERRY AND CHERRY, L.L.P.

By Paula M. Cherry  
Attorneys for Plaintiff  
One North Franklin Street  
P.O. Box 505  
DuBois, PA 15801-0505

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK,

Plaintiff, : No. 02 - 1643 C.D.

vs.

: ACTION OF MORTGAGE  
SCOTT K. THOMPSON and ROBINA J. FORECLOSURE

THOMPSON,

Defendants. :

TO: ROBINA J. THOMPSON  
1151 Treasure Lake  
DuBois, PA 15801

and

ROBINA J. THOMPSON  
c/o The Hopkins Law Firm  
900 Beaver Drive  
DuBois, PA 15801

Date of Notice: December 4, 2002

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. 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:

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GLEASON, CHERRY AND CHERRY, L.L.P.

By Dawn Michel

Attorneys for Plaintiff  
One North Franklin Street  
P.O. Box 505  
DuBois, PA 15801-0505

FILED

16  
cc

019-5264

DEC 06 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK, : No. 02 - 1643 C.D.  
Plaintiff, :  
vs. : Type of Case: MORTGAGE FORECLOSURE  
: :  
SCOTT K. THOMPSON and ROBINA J. : Type of Pleading: COMPLAINT  
THOMPSON, :  
Defendants. : Filed on Behalf of: S & T BANK, Plaintiff  
: :  
: Counsel of Record for this Party:  
: :  
: PAULA M. CHERRY, ESQ.  
: Supreme Court No.: 36023  
: :  
: GLEASON, CHERRY AND CHERRY, L.L.P.  
: Attorneys at Law  
: One North Franklin Street  
: P.O. Box 505  
: DuBois, PA 15801-0505  
: :  
: (814) 371-5800  
: :  
: :

601 M 1592

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK, :  
Plaintiff, : No. 02 - \_\_\_\_\_ C.D.  
vs. :  
: ACTION OF MORTGAGE  
SCOTT K. THOMPSON and ROBINA J. : FORECLOSURE  
THOMPSON, :  
Defendants. :  
:

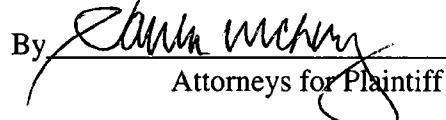
NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within Twenty (20) days after this Complaint 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 claims or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

GLEASON, CHERRY AND CHERRY, L.L.P.

By   
Attorneys for Plaintiff

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

S & T BANK, :  
Plaintiff, : No. 02 - \_\_\_\_\_ C.D.  
vs. :  
: ACTION OF MORTGAGE  
SCOTT K. THOMPSON and ROBINA J. : FORECLOSURE  
THOMPSON, :  
Defendants. :

**C O M P L A I N T**

NOW comes S & T BANK, Plaintiff, by its Attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and files this Complaint as follows:

1. The Plaintiff, S & T BANK, Mortgagee, is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, duly registered to do business in the Commonwealth of Pennsylvania, in accordance with the Act of Assembly, so providing, and with an office located at 456 Main Street, P.O. Box D, Brockway, Pennsylvania 15824.
2. The Defendant, SCOTT K. THOMPSON, is an individual who resides at 207 Hindman Road, Petrolia, Pennsylvania 16050.
3. The Defendant, ROBINA J. THOMPSON, is an individual who resides at 1151 Treasure Lake, DuBois, Pennsylvania 15801.
4. The Defendants are the real owners of the premises herein described.
5. On March 18, 1996, SCOTT K. THOMPSON and ROBINA J. THOMPSON, made, executed and delivered a Mortgage upon premises hereinafter described to S & T BANK, Plaintiff, which Mortgage is recorded in the Office of the Register and Recorder of Clearfield

County, Pennsylvania, in Deeds and Records Book Vol. 1744, Page 256. A copy of said Mortgage is attached hereto and made a part hereof as Exhibit "A".

6. Said Mortgage has not been assigned.

7. The premises subject to said Mortgage is described in Exhibit "B" attached hereto and made a part hereof and is situate in Sandy Township, Clearfield County, Pennsylvania.

8. That said Mortgage is in default because:

(a) The principal thereof became due and payable on April 18, 2002, and by the terms of said Mortgage is collectable forthwith;

(b) Interest payments upon the said Mortgage due for the period from March 18, 2002, to October 2, 2002, are due and have not been paid and, by the terms of the said Mortgage, upon default of such payment, the whole of said principal and all interest due thereon is collectable forthwith.

(c) It is further averred that Defendants are in default of the terms of said Mortgage as they have failed to provide hazard insurance covering the premises.

9. The following amounts are due on the Mortgage:

(a) Principal	\$44,732.15
(b) Interest from March 18, 2002, to October 2, 2002	2,215.77
(c) Late charges and fees	1,002.83
(d) Attorney's collection fee	<u>1,000.00</u>
Total	\$48,950.75

10. That in accordance with Act VI and Act 91, Defendants were served with notice of intention to institute mortgage foreclosure proceedings and notice as required under the

Homeowner's Emergency Mortgage Assistance Program by Combined Notice dated May 2, 2002. Said Combined Notice was sent to Defendant, ROBINA J. THOMPSON, by certified mail, return receipt requested, addressed to her last known address of 1151 Treasure Lake, DuBois, Pennsylvania 15801, as well as the address of 1151 Treasure Lake, Section 8A, Lot 65, Treasure Lake, DuBois, Pennsylvania 15801; and to Defendant, SCOTT K. THOMPSON, by certified mail, return receipt requested, addressed to his last known address of 207 Hindman Road, Petrolia, Pennsylvania 16050, as well as to the address of 1151 Treasure Lake, Section 8A, Lot 65, DuBois, Pennsylvania 15801. A copy of said Combined Notice is attached hereto and made a part hereof as Exhibit "C".

11. That the Promissory Note provides for a late charge in an amount of Five Percent (5%) of any such overdue payment. Attached hereto is a copy of said Promissory Note marked as Exhibit "D".

12. That Defendant, ROBINA J. THOMPSON, a/k/a BOBBI J. THOMPSON, had filed for Chapter 7 Relief under the United States Bankruptcy Code, Bankruptcy No. 02-25241-BM, and S & T BANK filed a Motion for Relief from Automatic Stay as it affected the interest of S & T BANK in the real property of the Debtor, which is more particularly described in the Mortgage attached hereto and made a part hereof as Exhibit "A". Upon consideration of said Motion, the United States Bankruptcy Court for the Western District of Pennsylvania, ordered that the Motion of S & T BANK be granted and that the automatic stay be terminated as it affected the interest of S& T BANK in the real property of the Debtor as requested in the Motion and thus, S & T BANK is authorized to proceed with its Mortgage Foreclosure Action.

Attached hereto and made a part hereof as Exhibit "E" is a copy of the Order of Court granting relief from said stay.

WHEREFORE, Plaintiff demands judgment against the Defendants in the sum of FORTY-EIGHT THOUSAND NINE HUNDRED FIFTY DOLLARS and SEVENTY-FIVE CENTS (\$48,950.75), together with interest from October 2, 2002, at the daily rate of \$9.8043068 and costs.

GLEASON, CHERRY AND CHERRY, L.L.P.

By Paula M. Cherry  
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF ~~CLEARFIELD~~ JEFFERSON :

On this, the 3 day of October, 2002, before me, the undersigned officer, a Notary Public, personally appeared R.C. BERQUIST, JR., who acknowledged himself to be the Vice President of S & T BANK, the foregoing corporation, and that as such, he, being authorized by such corporation to do so, and being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief, and that he executed the foregoing instrument for the purposes therein contained by signing his name thereon as such, and by virtue and in pursuance of the authority therein conferred upon him as such Vice President, acknowledged the same to be the act and deed of the said corporation.

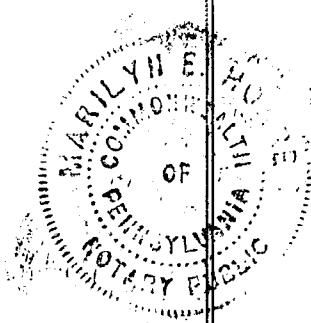
R.C. Berquist Jr.

Sworn to and subscribed before me this 3rd day of October, 2002.

Marilyn E Hoare  
Notary Public  
My commission expires: Marilyn E Hoare  
Jan 19, 2004

Notarial Seal  
Marilyn E. Hoare, Notary Public  
Reynoldsville Boro, Jefferson County  
My Commission Expires Jan. 19, 2004

Member, Pennsylvania Association of Notaries



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

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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

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

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

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

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

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

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-490 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

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

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

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges,

RECORDATION REQUESTED BY:

S & T BANK  
614 Liberty Boulevard  
DuBois, PA 15801

WHEN RECORDED MAIL TO:

S & T BANK  
ATTN: \_\_\_\_\_  
PO BOX 190  
INDIANA, PA 15701

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 12:11 p.m. 3-19-96  
BY David Steptoe  
FEES 24.50  
Karen L. Starck, Recorder

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MORTGAGE**  
**THIS IS A PURCHASE MONEY MORTGAGE**

THIS MORTGAGE IS DATED MARCH 18, 1996, between Scott K. Thompson and Robina J. Thompson, whose address is 1151 Treasure Lake, DuBois, PA 15801 (referred to below as "Grantor"); and S & T BANK, whose address is 614 Liberty Boulevard, DuBois, PA 15801 (referred to below as "Lender").

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

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO, INCORPORATED HEREIN, AND MADE A PART  
HEREOF AS THOUGH FULLY SET FORTH HEREIN. FURTHER REFERENCE PRIOR DEED, DEED BOOK  
1457, PAGE 239

The Real Property or its address is commonly known as Section 8A Lot 65 Treasure Lake, DuBois, PA 15801.

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

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

**Grantor.** The word "Grantor" means Scott K. Thompson and Robina J. Thompson. The Grantor is the mortgagor under this Mortgage.

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

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means S & T BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage.

**Mortgage.** The word "Mortgage" means this Purchase Money Mortgage between Grantor and Lender, and includes without limitation assignments and security interest provisions relating to the Personal Property and Rents.

**Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Real Property, Security Instrument shall be a purchase money mortgage under 42 P.S. Section 8141.

**Note.** The word "Note" means the promissory note or credit agreement dated March 18, 1996, in the original principal amount of \$48,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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

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

and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following.

**Right To Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the same, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the same, requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

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

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

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage and then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**TAX AND INSURANCE RESERVES.** Upon request by Lender and subject to applicable law, Grantor shall pay to Lender each month on the due date payments are due under the Note until the Note is paid in full, a sum ("Escrow Funds") equal to one-twelfth of (a) all annual taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property and (b) annual premiums for policies of liability insurance with all risks standard extended coverage required under this Mortgage ("Escrow Items"). Lender may estimate the amount of Escrow Funds on the basis of current data and a reasonable estimate of future Escrow Items. All Escrow Funds shall be held by Lender and applied to pay the Escrow Items when due. Lender will not charge for holding and applying the Escrow Funds, analyzing the account, or verifying the Escrow Items, unless Lender pays Grantor interest on the Escrow Funds and applicable law permits Lender to make such a charge. Grantor and Lender may agree in writing that interest shall be paid on the Escrow Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Grantor any interest or earnings on the Escrow Funds. The Escrow Funds are pledged as additional security for the amounts secured by this Mortgage. If the amount of the Escrow Funds held by Lender, together with the future monthly payments of Escrow Funds prior to the due dates of the Escrow Items, shall exceed the amount required to pay the Escrow Items when due, the excess shall be, at Grantor's option, either promptly repaid to Grantor or credited to Grantor in scheduled payments of Escrow Funds. If the amount of the Escrow Funds held by Lender is not sufficient to pay the Escrow Items when due, Grantor shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

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

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

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choosing. Grantor will be liable

cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make available to Lender within three (3) days after receipt of written demand from Lender.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

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

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** Failure of Grantor to make any payment when due on the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Compliance Default.** Failure of Grantor to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

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

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

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

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Multiple Parties.** All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

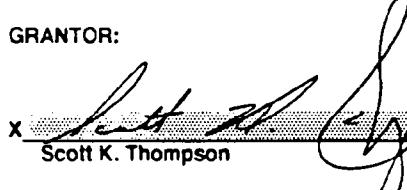
**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

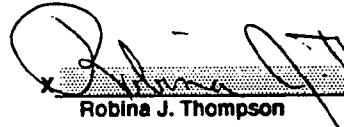
**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent in subsequent instances where such consent is required.

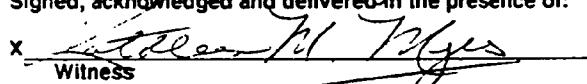
**EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.**

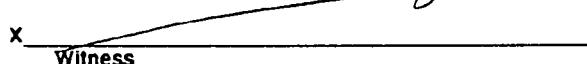
GRANTOR:

 (SEAL)  
Scott K. Thompson

 (SEAL)  
Robina J. Thompson

Signed, acknowledged and delivered in the presence of:

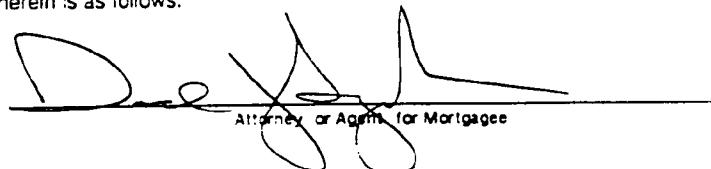
  
Witness

  
Witness

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, S & T BANK, herein is as follows:

614 Liberty Boulevard, DuBois, PA 15801

  
Attorney or Agent for Mortgagee

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor; assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy laws by or against Grantor.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession by any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactorily.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor die, or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

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

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

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

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and, with or without taking possession of the Property, to collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the net proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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

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

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

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

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

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice that party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, a reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceeding (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the costs of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES TO GRANTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing and may be sent by telefacsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or when mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

3-10-1996

VOL 1 144 PAGE 282

MORTGAGE  
(Continued)

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania)  
COUNTY OF Clearfield)  
) ss

On this, the 18th day of March, 1996, before me David J. Hopkins, the  
undersigned Notary Public, personally appeared Scott K. Thompson and Robina J. Thompson, known to me (or satisfactorily proven) to be the  
persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.  
In witness whereof, I hereunto set my hand and official seal.



Notary Public in and for the State of Pennsylvania

NOTARIAL SEAL  
DAVID J. HOPKINS, Notary Public

LASER PRO, Inc. U.S. Notary Public Clearfield County CFI ProServices, Inc. All rights reserved. [PA-G03 E3.21 F3.21 P3.21 THOMPSK.LNR3.OVL]  
My commission expires March 1, 1999

EXHIBIT "A"

VOL 1744 PAGE 263

ALL that certain tract of land designated as Lot No. 65, Section 8A, "Barbuda" in the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

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

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



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

Entered of Record May 19, 1976, 12:10 Karen L. Starck, Recorder

ALL that certain tract of land designated as Lot No. 65, Section 8A, "Barbuda" in the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

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

# TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The Commonwealth of Pennsylvania's  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE  
PROGRAM  
may be able to help save your home.  
This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE.  
Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice.

If you need more information call the  
PENNSYLVANIA HOUSING FINANCE AGENCY  
at 1-800-342-2397  
Persons with impaired hearing can call 717-780-1869

**This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.**

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



RESOURCE RECOVERY

456 MAIN STREET • P.O. BOX D • BROCKWAY, PA 15824 • 814-268-1130  
FAX 814-268-1126

May 2, 2002

ROBINA J THOMPSON  
1151 TREASURE LAKE  
DUBOIS PA 15801-9028

SCOTT K THOMPSON  
207 HINDMAN ROAD  
PETROLA PA 16050

RE: Mortgage Loan #368-00220006778 Note number 00003

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM  
FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE  
ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE  
ASSISTANCE.

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE  
PAYMENTS AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA  
HOUSING FINANCE AGENCY.

Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR  
EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE  
PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO  
BRING YOUR MORTGAGE UP TO DATE.**

If you meet with one of the consumer credit counseling agencies listed at the end of this notice, S & T Bank may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone number of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise S & T Bank immediately of your intentions.

Robina J. Thompson  
Scott K. Thompson  
May 2, 2002  
Page 2 of 4

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Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with S & T Bank, you have the right to apply for financial assistance from the Homeowner's Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

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

### **HOW TO CURE YOUR MORTGAGE DEFAULT**

The MORTGAGE held by S & T Bank on your property located in (see attached copy of Property Description), **IS SERIOUSLY IN DEFAULT** (because you have not made the monthly payment of \$456.00 each for the months of March and April, 2002 for a total of \$912.00). Late charges (and other costs) have accrued to date in the amount of \$199.05. The total amount past due required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is **\$1,111.05**.

You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO S & T BANK, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

S & T Bank  
Resource Recovery Department  
456 Main Street, PO Box D  
Brockway, PA 15824

Robina J. Thompson  
Scott K. Thompson  
May 2, 2002  
Page 3 of 4

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If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **S & T BANK INTENDS TO EXERCISE IT RIGHTS TO ACCELERATE THE MORTGAGE DEBT.** This means that the entire outstanding balance of this debit will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, S & T Bank also intends to instruct its attorneys to start legal action to **FORECLOSE UPON YOUR MORTGAGED PROPERTY.**

The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If S & T Bank refers your case to its attorneys, but you cure the delinquency before S & T Bank begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by S & T Bank even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe S & T Bank, which may also include other reasonable costs. **IF YOU CURE THE DEFAULT WITHIN THE THIRTY (30) DAY PERIOD, YOU WILL NOT BE REQUIRED TO PAY ATTORNEY'S FEES.**

S & T Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by S & T Bank and by performing any other requirements under the mortgage. **CURING YOUR DEFAULT IN THE MANNER SET FORTH IN THIS NOTICE WILL RESTORE YOUR MORTGAGE TO THE SAME POSITION AS IF YOU HAD NEVER DEFAULTED.**

It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **APPROXIMATELY 6 MONTHS FROM THE DATE OF THIS NOTICE.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what is required or action will be by contacting a representative from S & T Bank at:

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

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

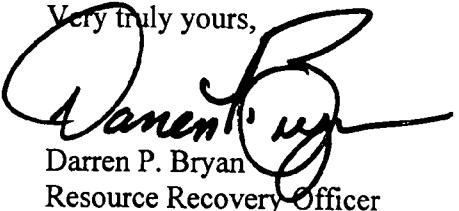
Robina J. Thompson  
Scott K. Thompson  
May 2, 2002  
Page 4 of 4

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

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

Very truly yours,



Darren P. Bryan  
Resource Recovery Officer

DPB/wlt

Enclosure

## **CLEARFIELD COUNTY**

Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
Fax: (814) 539-1688

Indiana County Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
Fax: (724) 465-5118

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

CCCS of Northeastern PA  
1631 S. Atherton Street, Suite 100  
State College, PA 16801  
(814) 238-3668  
Fax: (814) 238-3669

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



## PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Call	Collateral	Account	Officer	Initial
\$48,000.00	03-18-1996	03-18-2026	00003	50		00220006778	799	

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

**Borrower:** Scott K. Thompson  
Robina J. Thompson  
1151 Treasure Lake  
DuBois, PA 15801

**Lender:** S & T BANK  
DuBois Regional Office  
614 Liberty Boulevard  
DuBois, PA 15801

**Principal Amount:** \$48,000.00

**Date of Note:** March 18, 19

**PROMISE TO PAY.** I promise to pay to S & T BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Forty Eight Thousand & 00/100 Dollars (\$48,000.00), together with interest on the unpaid principal balance from March 18, 1996, until paid full. The interest rate will not increase above 13.250%.

**PAYMENT.** Subject to any payment changes resulting from changes in the Index, I will pay this loan in accordance with the following payment schedule:

60 consecutive monthly principal and interest payments in the initial amount of \$327.44 each, beginning April 18, 1996, with interest calculated on the unpaid principal balances at an interest rate of 2.000 percentage points over the Index described below; and 300 consecutive monthly principal and interest payments in the initial amount of \$357.18 each, beginning April 18, 2001, with interest calculated on the unpaid principal balances at an interest rate of 3.000 percentage points over the Index described below. My final payment will be due on March 18, 2026 and, will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

Interest on this Note is computed on a 30/360 simple interest basis; that is, with the exception of odd days in the first payment period, monthly interest is calculated by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by a month of 30 days. Interest for the odd days is calculated on the basis of the actual days to the next full month and a 360-day year. I will pay Lender the Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charge

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Weekly Average Yield on United States Treasury Securities, Adjusted to a Constant Maturity of (5) Five Years (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to me. Lender will tell me the current Index rate upon my request. I understand that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each 60 months. The Index currently is 5.200% per annum. The interest rate on this Note will be based on the Index value plus a margin, rounded to the nearest .250 percent. The interest rate or rates to be applied to the unpaid principal balance of this Note will be the rate or rates set forth above in the "Payment" section. Notwithstanding any other provision of this Note, the variable interest rate or rates provided for in this Note will be subject to the following minimum and maximum rate. NOTICE: Under no circumstances will the interest rate on this Note be less than 4.250% per annum or more than the lesser of 13.250% per annum or the maximum rate allowed by applicable law. Notwithstanding the above provisions, the maximum increase or decrease in the interest rate at any time on this loan will not exceed 3.000 percentage points. Unless waived by Lender, any increase in the interest rate will increase the amount of my payments.

**PREPAYMENT.** I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay with or without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments.

**LATE CHARGE.** If a payment is 15 days or more late, I will be charged 5.000% of the regularly scheduled payment.

**DEFAULT.** I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me on my behalf is false or misleading in any material respect either now or at the time made or furnished. (d) I die or become insolvent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest, which includes a garnishment of any of my accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance of this Note and all accrued unpaid interest immediately due, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, the Commonwealth of Pennsylvania. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA and Keogh accounts, and all my accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to set off

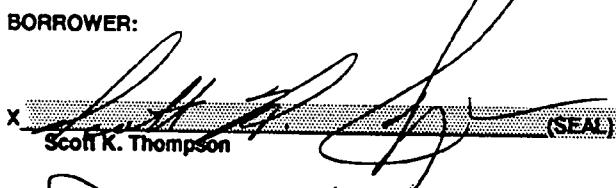
or setoff all sums owing on this Note against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided on this paragraph.

**COLLATERAL.** This Note is secured by a Mortgage dated March 18, 1996, to Lender on real property located in Clearfield County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

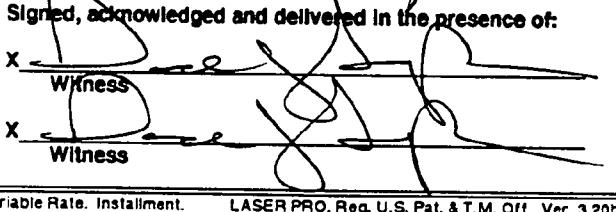
**PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.**

**BORROWER:**

  
X Scott K. Thompson (SEAL)

  
X Robina J. Thompson (SEAL)

Signed, acknowledged and delivered in the presence of:

  
X Witness

  
X Witness

BROCKWAY ADJUSTMENTS 8142681126  
08-12-02 07:03am From: GREEN & BIRSBIE

10/01 '02 14:44 NO.304 02/02

4122814388

T-803 P.02/02 F-714

RECEIVED

AUG 07 2002

UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

ROBINA J. THOMPSON a/k/a  
BOBBI J. THOMPSON,

Debtor,

) Bankruptcy No.: 02-25241BM

) Chapter No. 7

) Motion No. 02-4478M

S&T BANK,

Movant,

v.

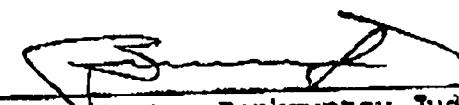
ROBINA J. THOMPSON a/k/a  
BOBBI J. THOMPSON and LISA  
M. SWOPE, ESQUIRE, TRUSTEE,

Respondents.

ORDER OF COURT

AND NOW, to-wit, this 1<sup>st</sup> day of August, 2002,  
upon consideration of the Motion for Relief from the Automatic Stay  
filed by S&T Bank, it is hereby ORDERED, ADJUDGED and DECREED that  
the Motion is granted and that the automatic stay be and hereby is  
terminated as it affects the interest of S&T Bank in real property  
and all improvements thereon of the Debtor known and numbered as  
Section 8A, Lot 65 Treasure Lake, DuBois, Pennsylvania 15801 as  
described in a Mortgage of record in the office of the Recorder of  
Deeds of Clearfield County, Pennsylvania in Mortgage Book Volume  
1744, Page 256.

**FILED**

  
J.  
United States Bankruptcy Judge

AUG 7 2002

CLERK, U.S. BANKRUPTCY COURT  
WEST DIST OF PENNSYLVANIA

Exhibit "E".

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

S & T BANK, Plaintiff,

vs.

SCOTT K. THOMPSON and ROBINA J.  
THOMPSON, Defendants.

No. 02 - Action of Mortgage  
C.D. Foreclosure

C O M P L A I N T

To the Within Defendants:

YOU ARE HEREBY NOTIFIED TO PLEAD  
TO THE WITHIN COMPLAINT WITHIN  
TWENTY (20) DAYS FROM THE DATE OF  
SERVICE HEREOF.

GLEASON, CHERRY AND CHERRY, L.L.P.

By Cherry Cherry  
Attorneys for Plaintiff

LAW OFFICES  
GLEASON, CHERRY & CHERRY, L.L.P.  
P. O. Box 505  
DU BOIS, PENNSYLVANIA 15801-0505

ONE NORTH FRANKLIN STREET

Oct 11 2002  
0/12-24 P-14



2 2 2 2 2