

02-1774-CD
Clfd B&T vs Thomas Duval al

02

02-1774-CD
CLEARFIELD BANK AND TRUST vs. THOMAS R. DUVAL, et al.

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

CLEARFIELD BANK AND TRUST : No. 02-1774-CD
COMPANY, :
Plaintiff :
vs. : Type of Pleading: COMPLAINT
THOMAS R. DUVAL and SALLY : Filed on Behalf of: Plaintiff
J. DUVAL, husband and wife, :
Defendants :
: Counsel of Record for this Party:
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 1375 Martin Street, Suite 204
: State College, PA 16803
: (814) 234.2048

NOTICE TO DEFEND

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

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

Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765.2641

FILED

NOV 14 2002

William A. Shaw
Prothonotary

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

CLEARFIELD BANK AND TRUST COMPANY, Plaintiff vs. THOMAS R. DUVAL and SALLY J. DUVAL, husband and wife, Defendants

No. _____

Type of Pleading: COMPLAINT

Filed on Behalf of: Plaintiff

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

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

COMPLAINT

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

1. The Plaintiff is CLEARFIELD BANK & TRUST COMPANY, a corporation, with a principal place of business of 11 North Second Street, P.O. Box 171 Clearfield, Pennsylvania 16830.
2. The Defendants are THOMAS R. DUVAL and SALLY J. DUVAL, husband and wife, with a property address of 206 W. Scribner Avenue, DuBois, Pennsylvania 15801 and a mailing address of RR1, Box 54, Grampian, Pennsylvania 16838.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated January 5, 1996, in the principal amount of \$24,000.00 a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Volume 1729, Page 463 on January 9, 1996.

4. The said Mortgage is and contains a lien against that certain tracts of land situate in the South Side of the Borough of Curwensville, and being the Second Ward of the Borough of Curwensville, County of Clearfield, Pennsylvania and that certain tract of land situate in the City of DuBois, Clearfield County, Pennsylvania, legal descriptions are more fully described in the attached Exhibit "B".

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendant the sum of \$ 24,000.00 as set forth in Promissory Note dated January 5, 1996. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

6. The Defendants defaulted under the terms of the said loan by failing to make the monthly payment due April 5, 2002, and subsequent monthly installments due since.

7. The Plaintiff has given the Defendant written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated June 6, 2002, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

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

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

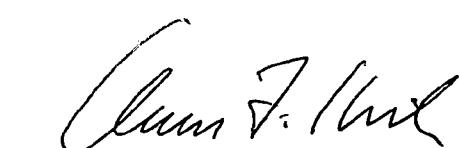
10. The amounts due and owing under the terms of the said Mortgage are as follows:

(a)	Principal Balance	\$17,487.21
(b)	Interest per diem of 2.75483 from 3/05/02 to 10/28/02	\$ 653.28
(c)	Late Charges	\$ 56.92
(d)	Satisfaction Fee	\$ 18.50
(e)	Attorney Collection Fee	<u>\$ 1,748.72</u>
FINAL TOTAL		\$19,964.63

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of \$19,964.63 plus interest and costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

Date: 11-06-02



Alan F. Kirk, Esquire
Attorney for Plaintiff

MORTGAGE

This Mortgage is made this 5th day of January, 1996 between the Mortgagor THOMAS ROBERT DUVAL and SALLY J. DUVAL, husband and wife, of R.R.1, Box 54, Grampian, Clearfield County, Pennsylvania 16838, (herein "Borrower") and the MORTGAGEE, CLEARFIELD BANK & TRUST COMPANY, a corporation organized and existing under the law of Pennsylvania, whose address is 11 North Second Street, Clearfield, PA 16830 (herein "Lender").

WHEREAS, Borrower and Lender have executed a Promissory Note concurrent herewith providing for a loan to Borrower from Lender of the Principal sum of Twenty-Four Thousand and 00/100----- (\$24,000.00),

WHEREAS, said loan is also secured by a Promissory Note with Borrower as maker and Lender as holder, of even date herewith (herein "Note") providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 5, 2016.

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

(SEE DESCRIPTIONS ATTACHED)

which has the address of 409 Center Street
206 W. Scribner Avenue (Street)
Curwensville, PA
DuBois, PA 16833
15801
(City) (Zip Code)

(herein "Property Addresses");

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

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

EXHIBIT

tables

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

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

BORROWER AND LENDER covenant and agree as follows:

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

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

2. **Application of Payments.**

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

3. **Charges; Liens.**

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

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

4. **Hazard Insurance.**

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

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

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

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

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

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

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

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

7. **Inspection.**

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

8. **Condemnation.**

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

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

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

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

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

14. Notices.

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

15. Governing Law; Severability.

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

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

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

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

17. Acceleration; Remedies.

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

18. Lender in Possession.

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

19. Release.

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

20. Purchase Money Mortgage.

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

21. Interest Rate After Judgment.

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

22. Future Advances.

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

23. Environmental Hazards.

Borrower agrees that Borrower:

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

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

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

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

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

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

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

24. **Riders to this Mortgage.**

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

Adjustable Rate Rider Condominium Rider

2-4 Family Rider Graduated Payment Rider

Planned Unit Development Rider

Other(s) [specify]

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

Witnesses:

John H. Duval

Sally J. Duval

Thomas R. Duval (Seal)
Borrower
THOMAS ROBERT DUVAL

Sally J. Duval (Seal)
Borrower
SALLY J. DUVAL

COMMONWEALTH OF PENNSYLVANIA:

: ss.

COUNTY OF CLEARFIELD :

On this, the 9th day of January, 1996,before me the undersigned officer, personally appeared THOMAS
ROBERT DUVAL and SALLY J. DUVAL, husband and wife,known to me (or satisfactorily proven) to be the person whose names
aresubscribed to the within instrument and acknowledged that they
have

executed the same for the purposes herein contained.

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

Notary Public

My Commission Expire

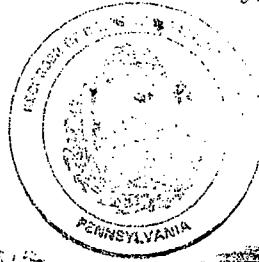
NOTARIAL SEAL
SANDRA A. IRWIN, Notary Public
Clearfield Boro., Clearfield County, PA
My Commission Expires, June 3, 1997

CLEARFIELD COUNTY 1/9/96
ENTERED OF RECORD
TIME 1:40 PM
BY Van Bell
FEES 27.50
Karen L. Starck, Recorder

I certify that the precise
address of the within named
lender is:

11 N. Second Street, Clearfield, PA 16830

Signature

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

Karen L. Starck
Karen L. Starck
Recorder of Deeds

CLEARFIELD BANK & TRUST COMPANY MORTGAGE
THOMAS ROBERT DUVAL AND SALLY J. DUVAL
PROPERTY DESCRIPTION:

THE FIRST THEREOF:

ALL that certain tract or piece of land situate in what is known as the South Side of the Borough of Curwensville, and being the Second Ward of the Borough of Curwensville, Clearfield County, Pennsylvania, described as follows:

BEGINNING at a post on Center street, sixty (60) feet from corner of Watson Spencer lot, now or formerly of W. M. Taylor, thence north west one hundred and thirty (130) feet, more or less, to a post on edge of Bluff; thence along the top of said bluff, its various courses and distances, one hundred and fifty (150) feet, more or less, to a post on Centre street; thence Southwest by Center street, seventy (70) feet, more or less, to place of beginning.

THE SECOND THEREOF:

ALL that certain tract or piece of land situate in what is known as South Side in the Borough of Curwensville, Clearfield County and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on Centre Street which is the common corner of the piece of land herein conveyed and the lot or land now in the name of the former grantees in this deed; thence Northeast along said Centre Street a distance of 10 feet to edge of Bluff; thence along the edge of said Bluff its various courses and distances 150 feet more or less to a point on said Bluff, which point would be approximately opposite the Northwest corner of lot or land now in the name of the former grantees in this deed; thence Southwest the distance from this point on edge of Bluff to the corner of land or lot now in the name of the former grantees as formerly conveyed by Joseph Chilcote and wife to Robert Wilson; thence Southeast along the line of land of the former grantees in this deed as formerly conveyed by Joseph Chilcote and wife to Robert Wilson to point on Centre Street, the place of beginning.

The land intended to be conveyed herein is a strip of land lying between the present Eastern boundary of the former grantees' land and the edge of the Bluff.

BEING the same premises which Kathryn Pannacci, also known as Kathryn L. Pannacci, widow, conveyed to the Mortgagors herein by Deed dated the 11th day of August, 1995, and recorded in the Office Of The Recorder Of Deeds of Clearfield County, Pennsylvania in Deeds and Records Book Volume 1696 at Page 40.

ALL of that certain lot or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a post on West Scribner Avenue 75 Feet distant from the corner of Lots G and F;

THENCE, Northeasterly and parallel with the line of said lots G and F, 65 Feet more or less to a post on line of land now or formerly of John E. DuBois;

THENCE, Westerly along the said line of John E. DuBois' land 40.8 Feet more or less to a post;

THENCE, Southwesterly and parallel with said line of Lots G and F a distance of 44 Feet more or less to a post on West Scribner Avenue;

THENCE, South 35 degrees 30 minutes East along West Scribner Avenue 35 Feet to a post and place of beginning. Said Lot being known as Lot "G", in the Second Ward of the City of DuBois.

BEING the same premises which Joseph P. Green and Thomas J. Frank, conveyed to the Mortgagors herein by Deed date the _____ day of January, 1996, not yet, but intended to be recorded concurrently herewith.

Entered of Record 1-9 1996; 12:40 PM Karen L. Starck, Recorder

THE FIRST THEREOF:

ALL that certain tract or piece of land situate in what is known as the South Side of the Borough of Curwensville, and being the Second Ward of the Borough of Curwensville, Clearfield County, Pennsylvania, described as follows:

BEGINNING at a post on Center street, sixty (60) feet from corner of Watson Spencer lot, now or formerly of W. M. Taylor, thence north west one hundred and thirty (130) feet, more or less, to a post on edge of Bluff; thence along the top of said bluff, its various courses and distances, one hundred and fifty (150) feet, more or less, to a post on Centre street; thence Southwest by Center street, seventy (70) feet, more or less, to place of beginning.

THE SECOND THEREOF:

ALL that certain tract or piece of land situate in what is known as South Side in the Borough of Curwensville, Clearfield County and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on Centre Street which is the common corner of the piece of land herein conveyed and the lot or land now in the name of the former grantees in this deed; thence Northeast along said Centre Street a distance of 10 feet to edge of Bluff; thence along the edge of said Bluff its various courses and distances 150 feet more or less to a point on said Bluff, which point would be approximately opposite the Northwest corner of lot or land now in the name of the former grantees in this deed; thence Southwest the distance from this point on edge of Bluff to the corner of land or lot now in the name of the former grantees as formerly conveyed by Joseph Chilcote and wife to Robert Wilson; thence Southeast along the line of land of the former grantees in this deed as formerly conveyed by Joseph Chilcote and wife to Robert Wilson to point on Centre Street, the place of beginning.

The land intended to be conveyed herein is a strip of land lying between the present Eastern boundary of the former grantees' land and the edge of the Bluff.

BEING the same premises which Kathryn Pannacci, also known as Kathryn L. Pannacci, widow, conveyed to the Mortgagors herein by Deed dated the 11th day of August, 1995, and recorded in the Office Of The Recorder Of Deeds of Clearfield County, Pennsylvania in Deeds and Records Book Volume 1696 at Page 40.

ALL of that certain lot or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a post on West Scribner Avenue 75 Feet distant from the corner of Lots G and F;

THENCE, Northeasterly and parallel with the line of said lots G and F, 65 Feet more or less to a post on line of land now or formerly of John E. DuBois;

THENCE, Westerly along the said line of John E. DuBois' land 40.8 Feet more or less to a post;

THENCE, Southwesterly and parallel with said line of Lots G and F a distance of 44 Feet more or less to a post on West Scribner Avenue;

THENCE, South 35 degrees 30 minutes East along West Scribner Avenue 35 Feet to a post and place of beginning. Said Lot being known as Lot "G", in the Second Ward of the City of DuBois.

EXHIBIT

B

tables

\$24,000.00

PROMISSORY NOTE

408138

Dated January 5, 1996

Debtor Thomas Robert Duval

of RR 1 Box 54, Grampian, PA 16838

Debtor Sally J. Duval

of RR 1 Box 54, Grampian, PA 16838

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

CLEARFIELD BANK & TRUST CO., Clearfield, Pennsylvania 16830

("Lender")

at any of Lender's branch offices,

the Principal sum of Twenty-Four Thousand & 00/100 Dollars in lawful money of the United States, to be paid as follows: Principal is payable on Demand together with the accrued interest then outstanding, but if no demand is made by Lender then: 60 monthly principal and interest installments of \$219.81 commencing on the 5th day of February, 1996 and continuing on the 5th day of each month thereafter. Subsequent monthly principal and interest installments will be based on a variable interest rate of Lender's Prime Rate, Currently 8.75%, Plus 1.00%. The payment schedule will amortize the loan over the full 240 month term. Any increase or decrease in the amount of interest due caused by early or late payments will be reflected in the final installment, which will be interest from the date of this Note shall accrue on the unpaid Principal balance hereof at the rate of modified accordingly 9.25% will be fixed for the first five year time period only. Interest thereafter will be at a variable rate of Lender's Prime Rate, currently 8.75%, Plus 1.00%.

and shall be payable

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

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

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

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

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

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

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

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

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

(INDIVIDUAL DEBTOR(S) SIGN BELOW)

Thomas R. Duval
Name Thomas Robert Duval

(SEAL)

(COPARTNERSHIP OR CORPORATION DEBTOR(S) SIGN BELOW)

Name of Corporation or Partnership

(SEAL)

tables

EXHIBIT

C

PREPAYMENTS: Unless otherwise agreed to in writing by Debtor, this Note may be prepaid in whole or in part, at any time without penalty. However, if the Principal of this Note is repayable in installments, any such prepayments shall be applied first to accrued interest to the date of prepayment and then on account of the last remaining unpaid Principal payment to become due, and the number of installments due hereunder shall be correspondingly reduced. No such prepayments shall reduce the amounts of the scheduled installments nor relieve Debtor from paying a scheduled installment on each installment payment date until all Principal due together with accrued interest thereon has been paid in full.

DISBURSEMENT OF PROCEEDS: Each Debtor hereby represents and warrants to Lender that the Principal of this Note will be used solely for business or commercial purposes and agrees that any disbursement of the Principal of this Note, or any portion thereof, to any one or more Debtors, shall conclusively be deemed to constitute disbursement of such Principal to and for the benefit of all Debtors.

RIGHT TO COMPLETE NOTE: Lender may at any time and from time to time, without notice to any Obligor: (1) date this Note as of the date when the loan evidenced hereby was made; (2) complete any blank spaces according to the terms upon which Lender has granted such loan; and (3) cause the signature of one or more persons to be added as additional Debtors without in any way affecting or limiting the liability of the existing Obligors to Lender.

MISCELLANEOUS: Debtor hereby waives protest, notice of protest, presentment, dishonor, notice of dishonor and demand. Debtor hereby waives and releases all errors, defects and imperfections in any proceeding

instituted by Lender under the terms of this Note. Debtor agrees to reimburse Lender for all costs, including court costs and reasonable attorney's fees of 15% (but in no event less than \$1,000) of the total amount due hereunder, incurred by Lender in connection with the collection and enforcement hereof. If this Note bears interest at a rate based on the reference rate designated by Lender or others from time to time as the Prime Rate, Base Rate, or otherwise, or the Discount Rate in effect from time to time as set by the Federal Reserve Bank in whose district the Lender is located, changes in the rate of interest hereon shall become effective on the days on which such reference rate changes or that Federal Reserve Bank announces changes in its Discount Rate, as applicable. The rights and privileges of Lender under this Note shall inure to the benefit of its successors and assigns. All representations, warranties and agreements of Obligor made in connection with this Note shall bind Obligor's personal representatives, heirs, successors and assigns. If any provision of this Note shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Note shall be construed as if such invalid or unenforceable provision had never been contained herein. The waiver of any Event of Default or the failure of Lender to exercise any right or remedy to which it may be entitled shall not be deemed a waiver of any subsequent Event of Default or of Lender's right to exercise that or any other right or remedy to which Lender is entitled. This Note has been delivered to and accepted by Lender in and shall be governed by the laws of the Commonwealth of Pennsylvania, unless Federal law otherwise applies. The parties agree to the jurisdiction of the federal and state courts located in Pennsylvania in connection with any matter arising hereunder, including the collection and enforcement hereof.



Established 1902

Main Bank

11 NORTH 2ND STREET, P.O. BOX 171, CLEARFIELD, PA. 16830-0171 • (814) 765-7551
FAX (814) 765-2943

MEMBER FEDERAL DEPOSIT INSURANCE CORPORATION

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE*

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) MAY BE ABLE TO HELP TO SAVE YOUR HOME.

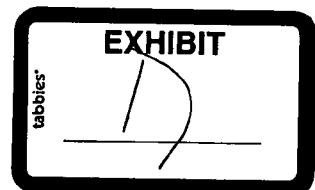
This Notice explains how the program works.

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your county are listed at the end of the Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717)780-1869).

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

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



Full Service Branches:

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

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

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

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

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

HOMEOWNER'S NAME(S):	<u>Thomas R. DuVal</u> <u>Sally J. DuVal</u>
MAILING ADDRESS:	<u>RR 1 Box 54</u> <u>Grampian PA 16838-9708</u>
LOAN ACCT. NO.:	<u>30408136</u>
ORIGINAL LENDER:	<u>Clearfield Bank & Trust Company</u>
CURRENT LENDER/SERVICER:	<u>Clearfield Bank & Trust Company</u>
DATE:	<u>June 06, 2002</u>

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

APPLICATION FOR MORTGAGE ASSISTANCE --- Your mortgage is in default for the reasons set forth in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

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

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

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

NATURE OF THE DEFAULT --- The MORTGAGE debt held by the above lender on your property located at: Rental - 206 W. Scribner Ave. DuBois

IS SERIOUSLY IN DEFAULT because:

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

April, May & June @ \$189.96 = \$569.88

Other charges (explain/itemize): Late Charges of \$18.96

TOTAL AMOUNT PAST DUE: \$588.84

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

HOW TO CURE THE DEFAULT --- You may cure the default within THIRTY (30) DAYS of the Date of this Notice by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 588.84, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

N/A

IF YOU DO NOT CURE THE DEFAULT --- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of the debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON --- The mortgaged property will be sold by the sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE --- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set

forth in this Notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE --- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 4 months from the date of this Notice**. A notice of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

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

EFFECT OF SHERIFF'S SALE --- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT:

- * TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- * TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- * TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- * TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

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

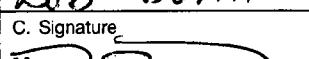
* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

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

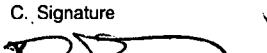
SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Received by (Please Print Clearly) <u>Bob Duval</u> B. Date of Delivery <u>6-7-02</u></p> <p>C. Signature </p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>1. Article Addressed to: <i>Thomas R Duval RR 1 Box 54 Granypian, PA 16838-9708</i></p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

PS Form 3811, July 1999 Domestic Return Receipt 102595-99-M-1789

THE BOSTONIAN, 1830.

Domestic Return Receipt

102595-99-M-1789

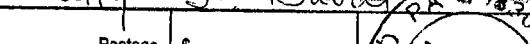
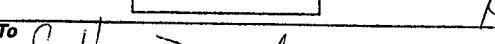
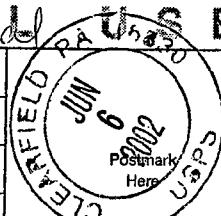
SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Received by (Please Print Clearly) <u>Bob Duval</u> B. Date of Delivery <u>6-7-02</u></p> <p>C. Signature </p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>Sally Duval RRI Box 54 Grampian, PA 16838-978</p> <p>HJK</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

2. Article Number (Copy from service label)

卷二 0011 44 1000

Reactive Patterns Toolkit

1875000.00.00.17750

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)		
		
	Postage	\$
	Certified Fee	
	Return Receipt Fee (Endorsement Required)	
	Restricted Delivery Fee (Endorsement Required)	
	Total Postage & Fees	\$
Sent To  <u>Street, Apt. No.,</u> <u>or PO Box No.</u> <u>Re 1 Box 54</u> <u>Gramfian PA 16838-9708</u>		
 Postmark Here		
PS Form 3800, January 2001		
See Reverse for Instructions		

VERIFICATION

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

CLEARFIELD BANK & TRUST COMPANY

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

Date: 10-28-02

FILED

cc Sheriff

Qm/303

NOV 14 2002 Billed at \$ per

\$85.00

William A. Shaw
Prothonotary

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

CLEARFIELD BANK AND TRUST : No. 02-1774-CD
COMPANY, :
Plaintiff :
Type of Pleading: WRIT OF EXECUTION
THOMAS R. DUVAL and : Filed on Behalf of: Plaintiff
SALLY J. DUVAL :
Defendants :
Counsel of Record for this Party:
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
1375 Martin Street, Suite 204
State College, PA 16803
(814) 234.2048

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

Issue writ of execution in the above matter,

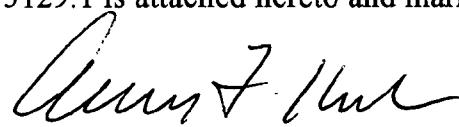
Amount due: **\$19,964.63**

Plus continuing interest on the principal balance from February 18, 2003, plus costs.

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

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

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



Alan F. Kirk, Esquire
Attorney for Plaintiff

FILED

APR 21 2003

William A. Shaw
Prothonotary

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 02-1774-CD
Plaintiff	:	Type of Pleading: WRIT OF EXECUTION
THOMAS R. DUVAL and SALLY J. DUVAL	:	Filed on Behalf of: Plaintiff
Defendants	:	Counsel of Record for this Party: ALAN F. KIRK, ESQUIRE Supreme Court # 36893 1375 Martin Street, Suite 204 State College, PA 16803 (814) 234.2048

WRIT OF EXECUTION
NOTICE

TO: Thomas R. Duval, Defendant
702 Windy Hill Road
Myrtle Beach, NC 29528

Sally J. Duval, Defendant
702 Windy Hill Road
Myrtle Beach, NC 29528

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

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

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

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

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

Clearfield County Courthouse
Clearfield, PA 16830
(814) 765.2641

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 02-1774-CD
Plaintiff	:	
	:	Type of Pleading: WRIT OF EXECUTION
THOMAS R. DUVAL and SALLY J. DUVAL	:	
Defendants	:	
	:	Filed on Behalf of: Plaintiff
	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

CLAIM FOR EXEMPTION

To the Sheriff:

We, the above named Defendants, **THOMAS R. DUVAL** and **SALLY J. DUVAL**, claim exemption of property from levy or attachment:

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

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

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

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

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

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

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

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

(c) Other (specify amount and basis of exemption): _____

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

(telephone number)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Date: _____

Date: _____

THIS CLAIM TO BE FILED WITH THE OFFICE OF

THE SHERIFF OF CLEARFIELD COUNTY:

CLEARFIELD COUNTY COURTHOUSE

(814)765.2641

EXHIBIT

tables

THE FIRST THEREOF:

ALL that certain tract or piece of land situate in what is known as the South Side of the Borough of Curwensville, and being the Second Ward of the Borough of Curwensville, Clearfield County, Pennsylvania, described as follows:

BEGINNING at a post on Center street, sixty (60) feet from corner of Watson Spencer lot, now or formerly of W. M. Taylor, thence north west one hundred and thirty (130) feet, more or less, to a post on edge of Bluff; thence along the top of said bluff, its various courses and distances, one hundred and fifty (150) feet, more or less, to a post on Centre street; thence Southwest by Center street, seventy (70) feet, more or less, to place of beginning.

THE SECOND THEREOF:

ALL that certain tract or piece of land situate in what is known as South Side in the Borough of Curwensville, Clearfield County and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on Centre Street which is the common corner of the piece of land herein conveyed and the lot or land now in the name of the former grantees in this deed; thence Northeast along said Centre Street a distance of 10 feet to edge of Bluff; thence along the edge of said Bluff its various courses and distances 150 feet more or less to a point on said Bluff, which point would be approximately opposite the Northwest corner of lot or land now in the name of the former grantees in this deed; thence Southwest the distance from this point on edge of Bluff to the corner of land or lot now in the name of the former grantees as formerly conveyed by Joseph Chilcote and wife to Robert Wilson; thence Southeast along the line of land of the former grantees in this deed as formerly conveyed by Joseph Chilcote and wife to Robert Wilson to point on Centre Street, the place of beginning.

The land intended to be conveyed herein is a strip of land lying between the present Eastern boundary of the former grantees' land and the edge of the Bluff.

EXHIBIT "B"

AFFIDAVIT PURSUANT TO RULE 3129.1

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

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

**Mr. Thomas R. Duval
702 Windy Hill Road
Myrtle Beach, NC 29528**

**Ms. Sally J. Duval
702 Windy Hill Road
Myrtle Beach, NC 29528**

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

**Mr. Thomas R. Duval
702 Windy Hill Road
Myrtle Beach, NC 29528**

**Ms. Sally J. Duval
702 Windy Hill Road
Myrtle Beach, NC 29528**

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

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

**National City Bank for Integra Mortgage Company
RD1
Grampian, PA 16838**

**Moshannon Valley Economic Development
200 Shady Lane drive
Phillipsburg, PA 16866**

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

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

**National City Bank for Integra Mortgage Company
RD1
Grampian, PA 16838**

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

None

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

**Clearfield County Tax Claim Bureau
Clearfield, PA 16830**

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

None

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

Date:



Alan F. Kirk, Esquire
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST : No. 02-1774-CD
COMPANY, :
Plaintiff :
: Type of Pleading: WRIT OF EXECUTION
THOMAS R. DUVAL and : Filed on Behalf of: Plaintiff
SALLY J. DUVAL :
Defendants :
: Counsel of Record for this Party:
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 1375 Martin Street, Suite 204
: State College, PA 16803
: (814) 234.2048

SHERIFF'S SALE OF VALUABLE REAL ESTATE

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

TERMS OF SALE

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

NOTICE

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

CHESTER A. HAWKINS, SHERIFF

FILED

Atty Ad. 20.00

15825 8th & C, Grants w/prop. descr. to Shif

APR 21 2003

William A. Shaw
Prothonotary

8:00

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

Clearfield Bank and Trust Company

Vs.

NO.: 2002-01774-CD

Thomas R. Duval and Sally J. Duval

RECEIVED
CLEARFIELD COUNTY
SHERIFF'S OFFICE
FEB 21 2003

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK AND TRUST COMPANY, Plaintiff(s) from THOMAS R. DUVAL and SALLY J. DUVAL, Defendant(s):

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$19,964.63
INTEREST from February 18, 2003
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 04/21/2003

PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$

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

Sheriff

William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Alan F. Kirk, Esq.
1375 Martin Street, Ste. 204
State College, PA 16803
(814) 234-2048

EXHIBIT

tabbles



THE FIRST THEREOF:

ALL that certain tract or piece of land situate in what is known as the South Side of the Borough of Curwensville, and being the Second Ward of the Borough of Curwensville, Clearfield County, Pennsylvania, described as follows:

BEGINNING at a post on Center street, sixty (60) feet from corner of Watson Spencer lot, now or formerly of W. M. Taylor, thence north west one hundred and thirty (130) feet, more or less, to a post on edge of Bluff; thence along the top of said bluff, its various courses and distances, one hundred and fifty (150) feet, more or less, to a post on Centre street; thence Southwest by Center street, seventy (70) feet, more or less, to place of beginning.

THE SECOND THEREOF:

ALL that certain tract or piece of land situate in what is known as South Side in the Borough of Curwensville, Clearfield County and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on Centre Street which is the common corner of the piece of land herein conveyed and the lot or land now in the name of the former grantees in this deed; thence Northeast along said Centre Street a distance of 10 feet to edge of Bluff; thence along the edge of said Bluff its various courses and distances 150 feet more or less to a point on said Bluff, which point would be approximately opposite the Northwest corner of lot or land now in the name of the former grantees in this deed; thence Southwest the distance from this point on edge of Bluff to the corner of land or lot now in the name of the former grantees as formerly conveyed by Joseph Chilcote and wife to Robert Wilson; thence Southeast along the line of land of the former grantees in this deed as formerly conveyed by Joseph Chilcote and wife to Robert Wilson to point on Centre Street, the place of beginning.

The land intended to be conveyed herein is a strip of land lying between the present Eastern boundary of the former grantees' land and the edge of the Bluff.

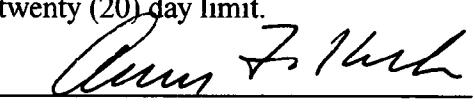
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No. 02-1774-CD
COMPANY, :
Plaintiff :
vs. : Type of Pleading: PRAECIPE FOR ENTRY
THOMAS R. DUVAL and SALLY : OF DEFAULT JUDGMENT
J. DUVAL, husband and wife, :
Defendants :
: Counsel of Record for this Party:
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 1375 Martin Street, Suite 204
: State College, PA 16803
: (814) 234.2048

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter Default Judgment in the amount of **NINETEEN THOUSAND NINE HUNDRED SIXTY-FOUR AND 63/100 (\$19,964.63) DOLLARS** together with interest and costs of this suit on the above-captioned Defendants due to the Defendants' failure to enter an appearance or file an Answer within the allotted twenty (20) day limit.

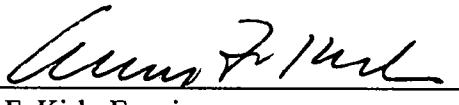


Alan F. Kirk, Esquire
Attorney for the Plaintiff

I hereby certify that a written notice of the intention to file a Praecipe for Default Judgment was sent certified mail, return receipt requested and First Class U.S. Mail to the both Defendants on **January 21, 2003**, at least ten (10) days prior to the filing of the within Praecipe. Copies of the aforesaid Notice are attached hereto, made a part hereof and incorporated herein by reference.

FILED

FEB 18 2003



Alan F. Kirk, Esquire
Attorney for Plaintiff

William A. Shaw
Prothonotary

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

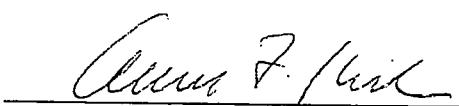
CLEARFIELD BANK AND TRUST : No. 2002-1774CD
COMPANY, :
Plaintiff :
vs. : Type of Pleading: COMPLAINT
THOMAS R. DUVAL and SALLY :
J. DUVAL, husband and wife, : Filed on Behalf of: Plaintiff
Defendants :
: Counsel of Record for this Party:
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 1375 Martin Street, Suite 204
: State College, PA 16803
: (814) 234.2048

IMPORTANT NOTICE

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

Date: 1-21-08

PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
Clearfield, PA 16830
Telephone: (814) 765.2641



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

Thomas R. Duval-Certified Mail #7099 3400 0012 4566 6341 and First Class U.S. Mail, RRR
Sally J. Duval-Certified Mail #7099 3400 0012 4566 6334 and First Class U.S. Mail, RRR

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

CLEARFIELD BANK AND TRUST : No. 2002-1774CD
COMPANY, :
Plaintiff :
vs. : Type of Pleading: COMPLAINT
THOMAS R. DUVAL and SALLY :
J. DUVAL, husband and wife, : Filed on Behalf of: Plaintiff
Defendants :
Counsel of Record for this Party:
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
1375 Martin Street, Suite 204
State College, PA 16803
(814) 234.2048

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

PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
Clearfield, PA 16830
Telephone: (814) 765.2641

Date: 1-21-08

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

Thomas R. Duval-Certified Mail #7099 3400 0012 4566 6341 and First Class U.S. Mail, RRR
Sally J. Duval-Certified Mail #7099 3400 0012 4566 6334 and First Class U.S. Mail, RRR

Postal Service
STANDARD MAIL RECEIPT
(Mail Only; No Insurance Coverage Provided)

Sally J. Duval

Postage	\$ 37
Certified Fee	6.30
Receipt Fee Required	1.75
Delivery Fee Required	
Postage & Fees	\$ 44.2

Postmark Here
 ZIP+4 2003

Print Clearly to be completed by mailer
 No. or PO Box No. 1000, July 1999
 202 Windy Hill Road
 N. Myrtle Beach, SC 29528
 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Mrs. Sally J. Duval
 702 Windy Hill Road
 N. Myrtle Beach, SC 29528

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent
 Addressee

B. Received by (Printed Name)

1-25-03

C. Date of Delivery

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

2. Article Number
 (Transfer from service label)

7099 3400 0012 4566 6334

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-250:

Postal Service
STANDARD MAIL RECEIPT
(Mail Only; No Insurance Coverage Provided)

Thomas R. Duval

Postage	\$ 37
Certified Fee	23.0
Receipt Fee Required	175
Delivery Fee Required	
Postage & Fees	\$ 44.2

Postmark Here
 ZIP+4 2003

Print Clearly to be completed by mailer
 No. or PO Box No. 1000, July 1999
 202 Windy Hill Road
 N. Myrtle Beach, SC 29528
 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
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1. Article Addressed to:

Mr. Thomas R. Duval
 702 Windy Hill Road
 N. Myrtle Beach, SC 29528

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A. Signature

X

Agent
 Addressee

B. Received by (Printed Name)

1-25-03

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 If YES, enter delivery address below: No

2. Article Number
 (Transfer from service label)

7099 3400 0013 4566 6341

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-10:

FILED

MI 2/13/03
FEB 18 2003

Atty Kirk
Pd. 2000

Notice to def.

William A. Shaw
Prothonotary

Statement to Atty
Q.P.

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

CLEARFIELD BANK AND TRUST : No. 02-1774-CD
COMPANY, :
Plaintiff :
v. :
THOMAS R. DUVAL and SALLY :
J. DUVAL, husband and wife, :
Defendants :
:

TO: Thomas R. Duval

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$ 19,964.163 on February 18, 2003.

, Prothonotary

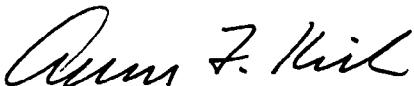
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No. 02-1774-CD
COMPANY, :
Plaintiff :
: :
v. :
: :
THOMAS R. DUVAL and SALLY :
J. DUVAL, husband and wife, :
Defendants :
:

TO PROTHONOTARY OF CLEARFIELD COUNTY:

Please Enter Judgment against the above-named Defendant pursuant to the enclosed
Certificate of Judgment of Clearfield County Docket No.02-1774-CD, in the principal amount of
\$19,964.63 together with interest and costs of suit.

By:



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

Dated: February 12, 2003

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

v.

THOMAS R. DUVAL and SALLY
J. DUVAL, husband and wife,

Defendants

: No. 1774-CD

:

:

:

:

TO: **Sally J. Duval**

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$ 14,964.63 on February 18, 2003.

, Prothonotary

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

CC-1000

Clearfield Bank and Trust Company
Plaintiff(s)

No.: 2002-01774-CD

Real Debt: \$19,964.63

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Thomas R. Duval
Sally J. Duval
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 18, 2003

Expires: February 18, 2008

Certified from the record this 18th day of February, 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

Date: 11/18/2002

Clearfield County Court of Common Pleas

NO. 1851463

Time: 01:23 PM

Receipt

Page 1 of 1

Received of: Kirk, Alan F. (attorney for Clearfield Bank and Tr

\$ 85.00

Eighty-Five and 00/100 Dollars

Case: 2002-01774-CD

Plaintiff: Clearfield Bank and Trust Company

Amount

Civil Complaint

85.00

Total:

85.00

Check: 128/3050

Payment Method: Check

William A. Shaw, Prothonotary/Clerk of Courts

Amount Tendered: 85.00

By:

Deputy Clerk

Clerk: BHUDSON

Duplicate

Date: 11/14/2002

Clearfield County Court of Common Pleas

NO. 1851395

Time: 03:12 PM

Receipt

Page 1 of 1

Received of: Kirk, Alan F. (attorney for Clearfield Bank and Tr

\$ 0.00

Zero and 00/100 Dollars

Case: <u>2002-01774-CD</u>	Plaintiff: Clearfield Bank and Trust Company	Amount
Civil Complaint Billable		0.00
Total:		0.00

Payment Method: Cash

William A. Shaw, Prothonotary/Clerk of Courts

By:

Clerk: BHUDSON
Duplicate

Deputy Clerk

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13318

CLEARFIELD BANK & TRUST COMPANY

02-1774-CD

VS.

DUVAL, THOMAS R. & SALLY J.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW DECEMBER 12, 2002, SHERIFF OF Horry County, South Carolina
WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY
TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THOMAS R.
DUVAL AND SALLY J. DUVAL, DEFENDANTS.

NOW DECEMBER 20, 2002 SERVED THE WITHIN COMPLAINT IN MORTGAGE
FORECLOSURE ON THOMAS R. DUVAL AND SALLY J. DUVAL, DEFENDANTS BY
DEPUTIZING THE SHERIFF OF Horry County, South Carolina. THE RETURNS
OF Horry County Sheriff are hereto attached and made a part of this
return.

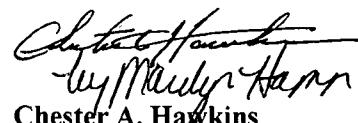
Return Costs

Cost	Description
44.04	SHFF. HAWKINS PAID BY: ATTY.
30.00	SHFF. OF Horry CO. S.C. PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

30th Day Of January, 2003
William A. Shaw

So Answers,


Chester A. Hawkins
Sheriff

FILED

JAN 30 2003 

William A. Shaw
Prothonotary

STATE OF SOUTH CAROLINA,

COUNTY OF HORRY

IN THE

COURT

CLEARFIELD BANK AND TRUST COMPANY

Plaintiff)
vs.)
THOMAS R. DUVAL AND SALLY J. DUVAL)
Defendant)
-----)
AFFIDAVIT OF
PERSONAL SERVICE
TIME OF SERVICE: 7:05 PM
CASE # 20021774CD

CHRISTOPHER DIFLOURE, DEPUTY being duly sworn says that he served NOTICE TO DEFEND & COMPLAINT. in the above stated action, on the Defendant by delivering to him/her personally, and leaving with him/her copies of the same at HOME in Horry County, South Carolina, on the 20th day of DECEMBER 2002; and that he knows the person so served to be the one mentioned and described in the document served as: THOMAS R. DUVAL
702 WINDY HILL ROAD
NORTH MYRTLE BEACH, SC

defendant therein; and the deponent is not a party to the action.

Sworn to before me this 23rd day of DECEMBER 2002

Jane M. Lambeth L.S.
Notary Public for South Carolina.

My Commission Expires: 10-29-2006

Christopher Difloure
CHRISTOPHER DIFLOURE
Deputy Sheriff

STATE OF SOUTH CAROLINA,

COUNTY OF HORRY

IN THE

COURT

CLEARFIELD BANK AND TRUST COMPANY)
Plaintiff)
vs.)
THOMAS R. DUVAL AND SALLY J. DUVAL)
Defendant)
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702 WINDY HILL ROAD
NORTH MYRTLE BEACH, SC

defendant therein; and the deponent is not a party to the action.

Sworn to before me this 23rd day of DECEMBER 2002

Jane M. Lambert L.S.
Notary Public for South Carolina.

My Commission Expires: 10-29-2006

Christopher Difloure
CHRISTOPHER DIFLOURE
Deputy Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14171

CLEARFIELD BANK & TRUST COMPANY

02-1774-CD

VS.

DUVAL, THOMAS R.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JUNE 11, 2003 @ 12:45 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF AUGUST 1, 2003 WAS SET.

FILED

12:45 PM
BD OCT 24 2003
LS William A. Shaw
Prothonotary/Clerk of Courts

NOW, JUNE 10, 2003 MAILED BY CERTIFIED AND REGULAR WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY TO THE DEFENDANTS.

NOW, JUNE 19, 2003 SERVED SALLY J. DUVAL, DEFENDANT, WRIT OF EXECUTION NOTICE OF SALE, AND COPY OF THE LEVY BY CERTIFIED MAIL TO 702 WINDY HILL ROAD, MYRTLE BEACH, NC 29528 SIGNED FOR BY BOB DUVAL CERTIFIED #7002203000068730996.

NOW, JUNE 19, 2003 SERVED THOMAS R. DUVAL, DEFENDANT, WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF LEVY BY CERTIFIED MAIL TO 702 WINDY HILL ROAD, MYRTLE BEACH, NC 29528, SIGNED FOR BY SALLY DUVAL CERTIFIED #7002203000068730989.

NOW, AUGUST 1, 2003, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, AUGUST 15, 2003 BILLED THE PLAINTIFF FOR ADDITIONAL COSTS DUE.

NOW, SEPTEMBER 16, 2003 RECEIVED A CHECK FROM THE PLAINTIFF FOR ADDITIONAL COSTS.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14171

CLEARFIELD BANK & TRUST COMPANY

02-1774-CD

VS.

DUVAL, THOMAS R.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, OCTOBER 14, 2003 PAID COSTS FROM THE ADVANCE AND PLAINTIFF CHECK.

NOW, OCTOBER 24, 2003 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, OCTOBER 24, 2003 A DEED WAS FILED.

SHERIFF HAWKINS \$229.16

SURCHARGE \$40.00

PAID BY ATTORNEY

Sworn to Before Me This

24 Day Of Oct 24 2003

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

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

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

Clearfield Bank and Trust Company

Vs. NO.: 2002-01774-CD
Thomas R. Duval and Sally J. Duval

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK AND TRUST COMPANY, Plaintiff(s) from THOMAS R. DUVAL and SALLY J. DUVAL, Defendant(s):

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$19,964.63
INTEREST from February 18, 2003
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 04/21/2003

PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 21st day
of April A.D. 2003
At 3:30 A.M. RM

Chester A. Hawkins
Sheriff by Cynthia Ritter Aughenbaugh

Requesting Party: Alan F. Kirk, Esq.
1375 Martin Street, Ste. 204
State College, PA 16803
(814) 234-2048

ALL of that certain lot or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a post on West Scribner Avenue 75 Feet distant from the corner of Lots G and F;

THENCE, Northeasterly and parallel with the line of said lots G and F, 65 Feet more or less to a post on line of land now or formerly of John E. DuBois;

THENCE, Westerly along the said line of John E. DuBois' land 40.8 Feet more or less to a post;

THENCE, Southwesterly and parallel with said line of Lots G and F a distance of 44 Feet more or less to a post on West Scribner Avenue;

THENCE, South 35 degrees 30 minutes East along West Scribner Avenue 35 Feet to a post and place of beginning. Said Lot being known as Lot "G", in the Second Ward of the City of DuBois.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME DUVAL NO. 02-1774-CD

NOW, August 1, 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 1ST day of AUGUST 2003, I exposed the within described real estate of THOMAS R. DUVAL AND SALLY J. DUVAL to public venue or outcry at which time and place I sold the same to CLEARFIELD BANK AND TRUST COMPANY he/she being the highest bidder, for the sum of \$1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

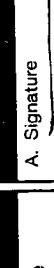
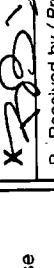
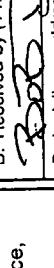
RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	13.68
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	14.48
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	10.00
TOTAL SHERIFF COSTS	229.16
DEED COSTS:	
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	28.50

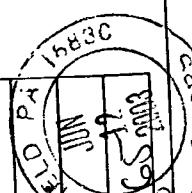
PLAINTIFF COSTS, DEBIT & INTEREST:

DEBT-AMOUNT DUE	19,964.63
INTEREST FROM 2/18/03	
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
TOTAL DEBT & INTEREST	19,964.63
COSTS:	
ADVERTISING	297.36
TAXES - collector	308.13
TAXES - tax claim	1,998.16
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	229.16
LEGAL JOURNAL AD	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	3,275.31

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

SENDER: COMPLETE THIS SECTION			
COMPLETE THIS SECTION ON DELIVERY			
<p>SENDER: COMPLETE THIS SECTION</p> <p>COMPLETE THIS SECTION ON DELIVERY</p> <p>A. Signature  <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)  C. Date of Delivery </p> <p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>1. Article Addressed to:</p> <p>Sally J. Duval 702 Windy Hill Road Myrtle Beach, NC 29528</p> <p>RECEIVER: COMPLETE THIS SECTION</p> <p>COMPLETE THIS SECTION ON DELIVERY</p> <p>A. Signature  <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)  C. Date of Delivery </p> <p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>1. Article Addressed to:</p> <p>Thomas R. Duval 702 Windy Hill Road Myrtle Beach, NC 29528</p>			

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only: No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ <u>0000</u>
Certified Fee	\$ <u>0000</u>
	
Return Receipt Fee (Endorsement Required)	\$ <u>0000</u>
Restricted Delivery Fee (Endorsement Required)	\$ <u>0000</u>
Total Postage & Fees \$ <u>0002</u>	
<i>Sent To</i> SALLY J. DRAULIC, S.P. <i>Street, Apt No.</i> 702 <i>or PO Box No.</i> Windy Hill Road <i>City, State, ZIP+4</i> Myrtle Beach, NC 29528	
<i>See Reverse for Instructions</i>	

<p>U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i></p> <p>For delivery information visit our website at www.usps.com</p> <p>OFFICIAL BUSINESS</p>																		
		<table border="1"> <tr> <td>Postage</td> <td>\$</td> <td></td> </tr> <tr> <td>Certified Fee</td> <td></td> <td></td> </tr> <tr> <td>Return Receipt Fee (Endorsement Required)</td> <td></td> <td></td> </tr> <tr> <td>Restricted Delivery Fee (Endorsement Required)</td> <td></td> <td></td> </tr> <tr> <td colspan="2">Total Postage & Fees</td> <td>\$ 4.05</td> </tr> </table>	Postage	\$		Certified Fee			Return Receipt Fee (Endorsement Required)			Restricted Delivery Fee (Endorsement Required)			Total Postage & Fees		\$ 4.05	
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Certified Fee																		
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Restricted Delivery Fee (Endorsement Required)																		
Total Postage & Fees		\$ 4.05																
6 8 6 0	E 1 9 9	0 0 0 0	0 0 0 2															
2007																		
<p>Sent To Thomas R. Duval Street Address: 702 Windy Hill Road or PO Box No. City, State, Zip+4 Myrtle Beach, NC 29528</p>		<p>3</p> <p>PS Form 3801, June 2002</p> <p>See Reverse for Instructions</p>																

SHF 10

HORRY COUNTY SHERIFF'S OFFICE
P. O. BOX 380
CONWAY, S.C. 29526.

O1SHF1
CUSTOMER COPY

*** O R I G I N A L ***

DATE: 12/17/2002

RECEIVED BY: JENKINSJ/SH1

RECEIPT #: 126032

RECEIVED FROM: 999 - CHESTER A. HAWKINS

PLAINTIFF: CLEARFIELD BANK

DEFENDANT: THOMAS R. DUVAL, ET AL

DETAIL INFORMATION

CASE..... 20021774CD

SERVICE TYPE..... SUMMONS AND COMPLAINT

NUMBER SERVED..... 2

AMOUNT PAID..... \$30.00

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

CLEARFIELD BANK AND TRUST : No. 02-1774-CD
COMPANY, :
Plaintiff :
: Type of Pleading: AFFIDAVIT OF
: SERVICE
: Filed on Behalf of: Plaintiff
THOMAS R. DUVAL and :
SALLY J. DUVAL :
Defendants :
: Counsel of Record for this Party:
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 1375 Martin Street, Suite 204
: State College, PA 16803
: (814) 234.2048

AFFIDAVIT OF SERVICE

I, Alan F. Kirk, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 12th day of June, 2003, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) by U.S. Mail First Class as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

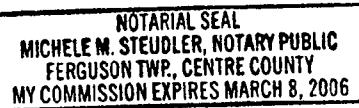
Copies of the Notice are also attached hereto, made a part hereof and marked as Exhibit "B".



Alan F. Kirk, Esquire

Sworn to and subscribed before me this
15th day of June, 2003.


Notary Public



FILED NO
3/11/2004
NOV 10 2004

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT PURSUANT TO RULE 3129.1

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

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

**Mr. Thomas R. Duval
702 Windy Hill Road
Myrtle Beach, NC 29528**

**Ms. Sally J. Duval
702 Windy Hill Road
Myrtle Beach, NC 29528**

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

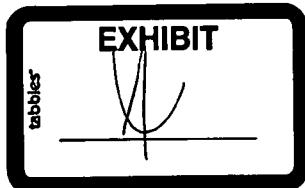
**Mr. Thomas R. Duval
702 Windy Hill Road
Myrtle Beach, NC 29528**

**Ms. Sally J. Duval
702 Windy Hill Road
Myrtle Beach, NC 29528**

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

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

**National City Bank for Integra Mortgage Company
3232 Newmark Drive
Miamisburg, OH 45342**



North Central Pennsylvania Regional Planning and Development
90 Beaver Drive
DuBois, PA 16801

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

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

National City Bank for Integra Mortgage Company
RD1
Grampian, PA 16838

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

None

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

Clearfield County Tax Claim Bureau
Clearfield, PA 16830

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

None

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

Date: **June 12, 2003**



Alan F. Kirk, Esquire
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 02-1774-CD
Plaintiff	:	Type of Pleading: WRIT OF EXECUTION
THOMAS R. DUVAL and SALLY J. DUVAL	:	Filed on Behalf of: Plaintiff
Defendants	:	Counsel of Record for this Party: ALAN F. KIRK, ESQUIRE Supreme Court # 36893 1375 Martin Street, Suite 204 State College, PA 16803 (814) 234.2048

SHERIFF'S SALE OF VALUABLE REAL ESTATE

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the Clearfield County Courthouse, One North Second Street, Clearfield, Pennsylvania on FRIDAY, AUGUST 1 2003, at 10:00 a.m., prevailing time.

TERMS OF SALE

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

NOTICE

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

EXHIBIT

tabler

B

CHESTER A. HAWKINS, SHERIFF

ALL of that certain lot or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a post on West Scribner Avenue 75 Feet distant from the corner of Lots G and F;

THENCE, Northeasterly and parallel with the line of said lots G and F, 65 Feet more or less to a post on line of land now or formerly of John E. DuBois;

THENCE, Westerly along the said line of John E. DuBois' land 40.8 Feet more or less to a post;

THENCE, Southwesterly and parallel with said line of Lots G and F a distance of 44 Feet more or less to a post on West Scribner Avenue;

THENCE, South 35 degrees 30 minutes East along West Scribner Avenue 35 Feet to a post and place of beginning. Said Lot being known as Lot "G", in the Second Ward of the City of DuBois.

SEIZED, taken in execution to be sold as the property of THOMAS R. DUVAL AND SALLY J. DUVAL, at the suit of CLEARFIELD BANK & TRUST COMPANY.
JUDGMENT NO. 02-1774-CD.