

2002-1808-CD
GAIL M. HEFFNER VS RAYMOND J. SEKULA

Date: 12/16/2004

Clearfield County Court of Common Pleas

User: BANDERSON

Time: 09:12 AM

ROA Report

Page 1 of 2

Case: 2002-01808-CD

Current Judge: Fredric Joseph Ammerman

Gail M. Heffner vs. Raymond J. Sekula

Mortgage Foreclosures

Date	Judge
11/19/2002	Filing: Civil Complaint in Mortgage Foreclosure, Paid by: DuBois, Jeffrey S. No Judge <input checked="" type="checkbox"/>
	(attorney for Heffner, Gail M.) Receipt number: 1851614 Dated: 11/19/2002 Amount: \$85.00 (Check) 3 cert. to atty.
01/20/2003	Sheriff Returns: Now Jan. 20, 2003 After Diligent Search I return complaint "Not Found" Post Office believed moved left no forwarding address. No Judge <input checked="" type="checkbox"/>
03/13/2003	Answer To Plaintiff's Complaint In Mortgage Foreclosure. filed by s/Benjamin S. Blakley, III, Esquire Verification s/Raymond J. Sekula 3 cc Atty Blakley No Judge <input checked="" type="checkbox"/>
03/17/2003	Certificate of Service, Answer to Plaintiff's Complaint in Mortgage Foreclosure upon JEFFREY S. DuBOIS, ESQ. s/Benjamin S. Blakley, III, Esquire no cc No Judge <input checked="" type="checkbox"/>
05/08/2003	Plaintiff's Motion For Judgment On The Pleadings. filed by s/Jeffrey S. DuBois, Esquire Certificate of Service 2 cc to Atty No Judge <input checked="" type="checkbox"/>
09/08/2003	ORDER, NOW, this 5th day of September, 2003, re: Motion for Judgment on the Pleadings filed on behalf of Plaintiff. Motion be and is hereby granted on all issues except those of counsel fees and interest claimed by Plaintiff. Each party shall have 20 days from this date to supplement their brief on these issues and each party shall have 10 days to respond to briefs filed by opposing counsel. by the Court, s/JKR, JR, P.J. 1 cc Atty DuBois, Blakley John K. Reilly Jr. <input checked="" type="checkbox"/>
10/03/2003	OPINION and ORDER: NOW, this Oct. 2, 2003 following argument and briefs into Plaintiff's Motion for Judgment of the Pleadings with regards to counsel fees and interest, it is the ORDER of this Court that said Motion be and is hereby granted and Summary Judgment entered in favor of the Plaintiff and against the Defendant in accordance with the foregoing Opinion. s/JKR. 1 CC to Atty. DuBois 1 CC to Atty. Blakley, 1 CC to Atty. Mikesell. John K. Reilly Jr. <input checked="" type="checkbox"/>
05/24/2004	Motion For Hearing. filed by, s/Benjamin S. Blakley, III, Esquire Verification s/Benjamin S. Blakley, III, Esquire 1 cc Atty Blakley John K. Reilly Jr. <input checked="" type="checkbox"/>
	Certificate of Service, Defendant's Motion for Hearing upon: Jeffrey S. DuBois, Esquire. s/Benjamin S. Blakley, III, Esquire. 1 cc Atty Blakley John K. Reilly Jr. <input checked="" type="checkbox"/>
05/27/2004	ORDER, AND NOW, this 27th day of May, 2004, re; Hearing on the issue of Attorney's Fees is hereby scheduled for the 21st day of June, 2004, at 9:00 a.m., in Courtroom No. 1. by the Court, s/FJA, P.J. 2 cc to Atty John K. Reilly Jr. <input checked="" type="checkbox"/>
06/07/2004	ORDER, AND NOW, this 7th day of June, 2004, re; Argument on Attorney Blakley's Motion For Hearing Regarding attorneys fees has been RESCHEDULED from June 21m, 2004 to Monday, July 12, 2004 at 9:00 a.m., in Courtroom No. 1. by the Court, s/FJA, P.J. 2 cc & Service Memo to Atty Blakley Fredric Joseph Ammerman <input checked="" type="checkbox"/>
07/12/2004	Order, NOW, this 12th day of July, 2004, hearing on Defendant's Motion for Fredric Joseph Ammerman Hearing on Attorney's fees (See Original for details). BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys Blakley, DuBois <input checked="" type="checkbox"/>
07/19/2004	Motion for Reconsideration, filed by s/Jeffrey S. DuBois, Esq. Two CC Attorney DuBois Fredric Joseph Ammerman <input checked="" type="checkbox"/>
07/20/2004	ORDER, filed. 2 cert. to Atty. DuBois NOW, this 20th day of July, 2004, RE: Hearing scheduled for Aug. 30, 2004. Fredric Joseph Ammerman <input checked="" type="checkbox"/>
07/28/2004	Certificate of Service, filed 2 cert. to Atty. DuBois Served copy of Order on Motion for Reconsideration on Atty. Blakley. Fredric Joseph Ammerman <input checked="" type="checkbox"/>

Date: 12/16/2004

Time: 09:12 AM

Page 2 of 2

Clearfield County Court of Common Pleas

User: BANDERSON

ROA Report

Case: 2002-01808-CD

Current Judge: Fredric Joseph Ammerman

Gail M. Heffner vs. Raymond J. Sekula

Mortgage Foreclosures

Date	Judge
10/20/2004	AND NOW, this 20th day of October, 2004, it is the Order of the Court that Fredric Joseph Ammerman, Plaintiff's Motion for Reconsideration in the above-captioned matter has been scheduled for Dec. 20, 2004 at 2 PM. S/JFA 1 CC to Attys. Blakley and Dubois

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

GAIL M. HEFFNER,
Plaintiff
vs.
RAYMOND J. SEKULA,
Defendant

No. 02-1808-CD

Type of Pleading:

**COMPLAINT IN
MORTGAGE FORECLOSURE**

Filed on Behalf of:
PLAINTIFF

Counsel of Record for this Party:

Jeffrey S. DuBois, Esquire
Supreme Court No. 62074
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801
(814) 371-7768



RECEIVED
JULY 13 2002

CLERK'S OFFICE
CLEARFIELD COUNTY

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

GAIL M. HEFFNER,
Plaintiff

vs.

No. _____

RAYMOND J. SEKULA,
Defendant

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed in the Complaint or for any other 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
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 1303

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

GAIL M. HEFFNER, :
Plaintiff :
vs. : No. _____, 2002, C.D.
RAYMOND J. SEKULA, :
Defendant :
:

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff, GAIL M. HEFFNER, by and through her attorneys, HANAK, GUIDO AND TALADAY, and files this Complaint and in support thereof avers the following:

1. Plaintiff, GAIL M. HEFFNER, is an adult individual residing at 77220 McCallum Blvd., Apt. 1050, Dallas, Texas, 75252.
2. Defendant, RAYMOND J. SEKULA, is an adult residing at R.D. #3, Box 142, DuBois, Clearfield County, Pennsylvania.
3. On or about June 1, 1997, Plaintiff and Defendant entered into an Agreement of Sale for the purchase of premises hereinafter described, a true and correct copy of said Agreement of Sale is attached hereto, made a part hereof and marked Exhibit "A".
4. The premises in question contains 3 parcels of land situated in Sandy Township, Clearfield County, Pennsylvania, and are more fully described on Exhibit "B" attached hereto and made a part hereof.
5. On or about June 25, 1997, Plaintiff and Defendant entered into and executed a Purchase Money Mortgage on the premises in

question set forth above, with the mortgage being recorded on November 26, 1997, in the Recorder of Deeds Office of Clearfield County, Pennsylvania, in Deed Book Vol. 1890, p. 404. A true and correct copy of the Purchase Money Mortgage is attached hereto, made a part hereof and marked Exhibit "C".

6. The parties also entered into a Mortgage Note, dated September 8, 1997, which is attached hereto, made a part hereof and marked Exhibit "D".

7. Said mortgage has not been assigned.

8. Said mortgage is in default because the monthly payments due are overdue and in default for a period in excess of thirty (30) days, as well as the fact the first lump sum payment is delinquent for a period in excess of thirty (30) days.

9. By the terms of the mortgage, note and the agreement, the whole unpaid balance is immediately due and payable.

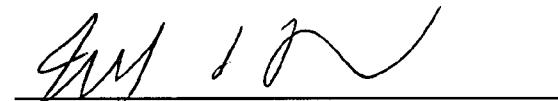
10. The unpaid balance of the indebtedness due Plaintiff under the terms of said mortgage, note and the agreement of sale are as follows:

Principal of First Lump Sum Pymt.	\$50,000.00
Unpaid monthly payments	\$ 5,150.00
Interest (6%) and charges	\$12,278.51
Attorneys fees (5%)	<u>\$ 3,371.43</u>
Total due	\$70,799.94

WHEREFORE, Plaintiff demands judgment in the amount of Seventy Thousand Seven Hundred Ninety-nine and 94/100 (\$70,799.94), plus interest thereon at a per diem rate of \$11.088 on the unpaid principal balance from October 31, 2002, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendant, RAYMOND J. SEKULA.

Respectfully submitted,

HANAK, GUIDO AND TALADAY, by:



Jeffrey S. DuBois
Attorney for Plaintiff

VERIFICATION

I, GAIL M. HEFFNER, verify that the statements in the foregoing COMPLAINT are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.



Gail M. Heffner

AGREEMENT OF SALE

THIS AGREEMENT, made the first day of June, 1997, by and between
GAIL M. HEFFNER, widow, of Sandy Township, Clearfield County, Pennsylvania,
hereinafter referred to as "**SELLER**"

A N D

RAYMOND J. SEKULA, of Sandy Township, Clearfield County, Pennsylvania
hereinafter referred to as "**PURCHASER**."

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the covenants, conditions and
provisions contained herein, intending to be legally bound hereby, the parties hereto agree
as follows:

1. Seller, for the consideration hereinafter mentioned, hereby agrees to sell
and convey to Purchaser, who hereby agrees to purchase, **ALL** those three certain parcels
of land situate in Sandy Township, Clearfield County, Pennsylvania, particularly bounded
and described on Exhibit "A" attached hereto.

Together with all and singular the easements and appurtenances whatsoever
thereunto appertaining.

2. In consideration of the covenants and agreements herein contained, Seller covenants and agrees to sell and convey unto Purchaser, his heirs, successors and assigns, the premises hereinbefore described for the sum of **One Hundred Sixty Thousand (\$160,000.00) Dollars** to be paid as follows:

- (a) **Three thousand (\$3,000.00) Dollars**, as a down payment, payable at closing.
- (b) **Sixty (60) payments of Nine Hundred Fifty (\$950.00) Dollars** each, commencing **June 1, 1997**, and concluding **May 1, 2002**.
- (c) **Fifty thousand (\$50,000.00) Dollars**, on or before **June 1, 2002**.
- (d) The final payment for the balance of the purchase price **Fifty Thousand (\$50,000.00) Dollars** shall be due and payable **January 1, 2003**.
- (e) The aforesaid payments shall be evidenced by a Note and Mortgage securing the subject real property.

3. In addition to aforesaid real property, Seller agrees to convey to Purchaser, all of Seller's furniture contained within the aforesaid real property for a price of **Two thousand (\$2,000.00) Dollars**.

4. The premises are to be conveyed free and clear of all liens, encumbrances

and easements and other objections to the title, excepting any easements or restrictions of record and duly recorded covenants running with the land, if any. However, if there are any easements, restrictions or covenants so recorded which, in the opinion of Purchaser would cause him to be unable to make the intended use of said premises, Purchaser shall have the option of receiving in full the down payment provided for herein and to declare this Agreement null and void. In the event said premises are not clear of all said encumbrances, Purchaser shall have the option of taking such title as Seller can give with deductions from the total purchase price in the amounts necessary to satisfy and release all encumbrances, easements, and other objections to the title, including unpaid real estate taxes or alternatively, Purchaser shall be entitled to a return of the down payment and to declare this Agreement null and void, at Purchaser's option.

5. All real estate transfer taxes shall be shared equally by Seller and the Purchasers at the time of closing and all city, county, and school real estate taxes shall be prorated on a fiscal year basis at the time of closing and delivery of deed. A settlement fee of \$150.00 shall be shared equally between the Seller and Purchaser.

6. The title to said real estate is to be good and marketable and such as will be insured by any reputable title company at regular rates or certified by Attorney for Purchaser.

7. Seller agrees to prepare at her expense for and to execute and deliver to Purchaser at closing a good and sufficient deed containing the usual covenants of Special Warranty.

8. The risk of loss of damage to said property shall remain with Seller until the delivery of possession to Purchaser.

9. Closing shall take place on or before June 30, 1997 unless otherwise extended by the parties hereto.

10. Purchaser agrees that subsequent to the closing of the within transaction, Seller shall be permitted to lease an apartment which Seller presently occupies within the aforesaid real property for a period of sixty (60) months, commencing upon the closing of the sale of the subject property, and for a monthly rental of Three Hundred Fifty (\$350.00) Dollars per month, said sum to be credited toward that amount due and owing by Purchaser to Seller arising out of the mortgage obligation hereinbefore set forth in paragraph two of this agreement. At the conclusion of the sixty (60) month rental term, Seller shall have the option of entering into a new Lease Agreement with Purchaser for the rental of the subject apartment with the term and the rental amount to be negotiated by the parties at that time.

11. Purchaser agrees to construct a one stall garage to be used by Seller during the term of her tenancy in the subject premises for no additional rental charge, said garage

to be constructed within one (1) year of the closing of the sale of the subject premises.

12. All rental payments arising from the rental of the remaining apartments contained within the subject premises shall be pro-rated to the date of closing and all security deposits held by Seller shall be transferred to Purchaser at the time of closing with Purchaser

to hold Seller harmless from any further obligation upon said security deposits. Further, the parties shall enter into an agreement for the assignment of any leases for the apartments contained within the subject premises, said agreement to be executed by the parties prior to the closing of this transaction.

13. Purchaser acknowledges that he has received the Seller's Property Disclosure Statement. Purchaser is relying on Seller's representations made therein as to the condition of the real estate.

14. Seller makes the following representations in accordance with the Residential Lead-Based Paint Hazard Reduction Act:

(a) Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint hazards in or about the property.

(b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or about the property.

(c) Purchaser has read the pamphlet "Protect Your Family From Lead in Your Home" and has read the following lead warning statements:

Every Purchaser of any interest in residential real property on which a dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant woman. The Seller of any interest in residential real property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser any known lead-based paint hazard. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

15. Purchaser hereby understands and acknowledges that before Purchaser is obligated to buy a residential dwelling built before 1978, Purchaser has a thirty (30) day period (unless Purchaser and Seller agree in writing to a different period of time) to conduct a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards or other associated hazards i.e. asbestos, underground storage tanks, etc.

16. In the event Purchaser determines at any time prior to Settlement that the Property contains hazardous waste or other materials (collectively "Hazardous Materials") which could have a detrimental effect on the physical environment of the Property and

notifies Seller of such condition within thirty (30) days after such determination, Seller shall have the option at her sole cost and expense to either cause to be removed or cleaned (to the satisfaction of all appropriate governmental authorities and the reasonable satisfaction of Purchaser) all such Hazardous Materials or other material (whether required by statute or otherwise), or to decline to do so in her sole discretion, in which event Purchaser shall have

the option, along with the Purchaser's other rights contained elsewhere in this Agreement, to terminate this Agreement. Seller has not had any test whatsoever made with respect to the possible existence of such Hazardous Materials, but has no knowledge of the existence of any such Hazardous Materials. Seller recognizes and agrees that Purchaser may conduct any and all tests (including but not limited to Phase I and II studies, if necessary) to discern the environmental status of the Property.

17. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

18. This Agreement shall survive closing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

(SEAL)
GAIL M. HEFFNER, SELLER

(SEAL)
RAYMOND J. SEKULA, PURCHASER

EXHIBIT "B"

ALL those certain pieces or parcels of land, situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

THE FIRST THEREOF: BEING known as Sydney Fuller's Plot of Lots in Sandy Township, called Sydney Fuller's Addition to DuBois Borough as Lot No. 771, and bounded on the North by a twelve (12) foot Alley; on the South by Van Tassel Avenue; on the East by Lot No. 772 of the same Plot of Lots; on the West by a sixteen (16) foot Alley; and being fifty (50) feet wide on the North Side of Van Tassel Avenue by one hundred and fifty (150) feet deep to said twelve (12) foot Alley and fifty (50) feet wide on said Alley. HAVING thereon erected a two-car frame garage.

THE SECOND THEREOF: KNOWN as Lot No. 772 on the Plot of Sydney Fuller's Addition to DuBois; said lot or piece of land being fifty (50) feet wide on Van Tassel Avenue by one hundred fifty (150) feet deep to a twelve (12) foot alley and being fifty (50) feet wide on said Alley. Being one town lot fifty (50) feet by one hundred (150) feet in size being bounded and described as follows, to wit: On the North by a twelve (12) foot Alley; on the South by Van Tassel Avenue; on the East by Lot No. 773; and on the West by Lot No. 771. Having thereon erected a two story frame duplex dwelling house. Said Van Tassel Avenue being known generally as Maple Avenue.

Said premises are conveyed subject to a Right of Way Agreement between George E. Gifford and Ann Gifford, his wife, and United Natural Gas Company dated December 2, 1955, and recorded at Clearfield in Miscellaneous Book 100, page 255. Said premises are also conveyed subject to the same restrictions appearing in the conveyances to the predecessors in title of the former Grantors.

THE THIRD THEREOF: BEING known in Sydney Fuller's plot of lots in Sandy Township called Sydney Fuller's Addition to DuBois Borough as the Western one-half of Lot No. 773, and bounded on the North by a twelve (12) foot alley; on the South by Maple Avenue formerly Van Tassel Avenue; on the West by Lot No. 772 in said addition; and on the East by the remaining Eastern one-half of said Lot No. 773. BEING 25 feet wide on the North side of Maple Avenue by 150 feet deep to said twelve (12) foot alley and 25 feet wide on said Alley.

Said premises are conveyed subject to a Right of Way Agreement between George E. Gifford and Ann Gifford, his wife, and United Natural Gas Company dated December 2, 1955, and recorded at Clearfield in Miscellaneous Book 100, page 255. Said premises are also conveyed subject to the same restrictions appearing in the conveyances to the predecessors in title of the former Grantors.

BEING the same premises, the title to which became vested in Raymond J. Sekula, by deed dated June 25, 1997, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Vol. 1890, p. 399.

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CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 1:40pm 11-26-97
BY H. Pugh
FEES 21.50
Karen L Stark, Recorder

THIS PURCHASE MONEY MORTGAGE,

MADE this 25th day of June, in the year of our Lord one thousand nine hundred ninety seven (1997),

BETWEEN

RAYMOND J. SEKULA, an individual, with his principal place of residence at R D # 3, Box 142, Du Bois, Clearfield County, Pennsylvania 15801, hereinafter referred to as the Mortgagor,

AND

GAIL M. HUFFNER, widow, of R D # 3, Du Bois, Clearfield County, Pennsylvania, hereinafter referred to as the Mortgagee.

WHEREAS, the Mortgagor, in and by its certain obligation, or writing obligatory, duly executed and bearing even date herewith, stands bound unto the Mortgagee in the sum of One hundred fifty-seven thousand (\$157,000.00) Dollars.

NOW THIS INDENTURE WITNESSETH, that the Mortgagor, as well for and in consideration of the aforesaid debt or sum of One hundred fifty-seven thousand (\$157,000.00) Dollars, and for the better securing the payment thereof unto the Mortgagee, her successors and assigns, in discharge of the said obligation above recited, as for and in consideration of the further sum of one dollar in specie, well and truly paid to the Mortgagor, by the Mortgagee, at and before the sealing and delivery hereof, the receipt of which one dollar is hereby acknowledged, has granted, bargained, sold, released and confirmed, and by these presents does grant, bargain,

EXHIBIT "C"

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sell, release and confirm unto the Mortgagee, her successors and assigns.

ALL THOSE THREE CERTAIN PIECES OR PARCELS OF LAND, SITUATE, LYING AND BEING IN SANDY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

THE FIRST THEREOF: BEING known in Sydney Fuller's Plot of Lots in Sandy Township, called Sydney Fuller's Addition to Du Bois Borough as Lot No. 771, and bounded on the North by a twelve (12) foot Alley; on the South by Van Tassel Avenue; on the East by Lot No. 772 of the same Plot of Lots; on the West by a sixteen (16) foot Alley; and being fifty (50) feet wide on the North side of Van Tassel Avenue by one hundred and fifty (150) feet deep to said twelve (12) foot Alley and fifty (50) feet wide on said Alley. HAVING thereon erected a two-car frame garage.

THE SECOND THEREOF: KNOWN as Lot No. 772 on the Plot of Sydney Fuller's Addition to Du Bois; said lot or piece of land being fifty (50) feet wide on Van Tassel Avenue by one hundred fifty (150) feet deep to a twelve (12) foot alley and being fifty (50) feet wide on said Alley. Being one town lot fifty (50) feet by one hundred (150) feet in size being bounded and described as follows to wit: On the North by a twelve (12) foot Alley; on the South by Van Tassel Avenue; on the East by Lot No. 773; and on the West by Lot No. 771. Having thereon erected a two story frame duplex dwelling house. Said Van Tassel Avenue being know generally known as Maple Avenue.

Said premises are conveyed subject to a Right of Way Agreement between George E. Gifford and Ann Gifford his wife, and United Natural Gas Company dated December 2, 1955, and recorded at Clearfield in Miscellaneous Book 100 page 255. Said premises are also conveyed subject to the same restrictions appearing in the conveyances to the predecessors in title of the former Grantors.

THE THIRD THEREOF: BEING known in Sydney Fuller's plot of lots in Sandy Township called Sydney Fuller's Addition to Du Bois Borough as the Western one-half of Lot No. 773, and bounded on the North by a twelve (12) foot alley; on the South by Maple Avenue formerly Van Tassel Avenue; on the West by Lot No. 772 in said addition; and on the East by the remaining Eastern one-half of said Lot No. 773. BEING 25 feet wide on the North side of Maple Avenue by 150 feet deep to said twelve (12) foot alley and 25 feet wide on said Alley.

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Said premises are conveyed subject to a Right of Way Agreement between George E. Gifford and Ann Gifford his wife, and United Natural Gas Company dated December 2, 1955, and recorded at Clearfield in Miscellaneous Book 100 page 255. Said premises are also conveyed subject to the same restrictions appearing in the conveyances to the predecessors in title of the former Grantors.

BRING the same premises which became vested in the Mortgagor herein by deed of Gail M. Heffner, dated June 25, 1997 and not yet recorded but intended to be prior to the recording of this mortgage.

TOGETHER with all and singular the building, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. TO HAVE AND TO HOLD the said hereditaments and premises above granted, or intended so to be, with the appurtenances, unto the Mortgagee, her successors and assigns forever.

AND it is further understood and agreed, that the Mortgagor, his successors and assigns, will pay all taxes, municipal assessments and charges from time to time assessed against or upon said mortgaged premises forthwith when the same become due and payable, and will keep the buildings erected upon the said premises insured by some good and reliable fire insurance company or companies licensed to transact business in the Commonwealth of Pennsylvania, in the amount of at least One hundred fifty-seven thousand (\$157,000.00) Dollars, and shall take no insurance upon

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said buildings not marked for the benefit of the Mortgagee, and the policy or policies, with a proper Mortgagee or loss payable clause attached, shall be delivered to and held by the Mortgagee, her successors or assigns, as collateral security for the payment of moneys secured hereby, and in case Mortgagor, his successors or assigns, shall neglect to procure such insurance, or shall neglect to pay said taxes, municipal assessments and charges forthwith when the same become due and payable, the Mortgagee her successors or assigns, may take out such policy or policies in their own names, and may pay such taxes, municipal assessments and charges, and the premium or premiums paid therefor, and the sum or sums paid for such taxes, municipal assessments and charges as aforesaid, shall bear interest from the time of payment, and be added to and collected as part of the said principal sum and in the same manner.

And it is further agreed and understood that in case default be made at any time in the payment of the principal debt or any installment of principal debt or interest, or any part thereof, or of any taxes, municipal assessments, charges or premiums of insurance aforesaid, for thirty (30) days after the same falls due as aforesaid, the whole of the said debt and interest and additions thereto as aforesaid shall, at the option of the Mortgagee, her successors or assigns, become due and payable forthwith; and thereupon an action of Mortgagee foreclosure as now provided by

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Pennsylvania Procedural Rules 1141 to 1148, inclusive, or other appropriate proceedings, now or hereafter prescribed by law, may forthwith be commenced and prosecuted to judgment, execution and sale, for the collection of the whole amount of the said debt and interest remaining unpaid, together with all premiums of insurance, and all taxes, municipal assessments and charges, and all fees, costs and expenses of such proceedings, including attorney's commission of five per cent, of the unpaid principal and interest. And all errors in said proceedings, together with all stay of or exemption from execution, or extension of time of payment which may be given by any Act or Acts of Assembly now in force, or which may be enacted hereafter, are hereby forever waived and released.

PROVIDED ALWAYS, NEVERTHELESS, that if the Mortgagor, his successors or assigns, does pay, or cause to be paid unto the said Mortgagee, her successors or assigns, the aforesaid debt or sum of One hundred fifty-seven thousand (\$157,000.00) Dollars, on the day and time hereinbefore mentioned and appointed for the payment thereof, together with lawful interest for the same and the premiums of insurance aforesaid, taxes, municipal assessments and charges, in like money, in the way and manner hereinbefore specified therefor, without any fraud or further delay, and without any deduction, defalcation or abatement to be made, for or in respect of any taxes, charges or assessments whatsoever, that then,

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and from thenceforth, as well this present Indenture, and the estate hereby granted, as the said obligation above recited, shall cease, determine and become absolutely null and void to all intents and purposes, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

All communications and notices under this document shall be deemed to be received on the date sent and shall be sent to the following addresses:

TO MORTGAGEE: R D # 3, Du Bois, PA 15801

TO MORTGAGOR: R D # 3, Box 142, Du Bois, PA 15801

until a party notifies the other in writing of a different address.

IN WITNESS WHEREOF, the said Mortgagor set his hand and seal the day and year first written above.

Marlene E. Duttry

Raymond J. Sekula (SEAL)

Raymond J. Sekula

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COMMONWEALTH OF PENNSYLVANIA : SS.
COUNTY OF CLEARFIELD :

On this, the 30th day of September, 1997, before me, a Notary Public, the undersigned officer, personally appeared RAYMOND J. SKIOLA, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Marlene E. Duttry
Notary Public

My Commission Expires:
May 2000
My Commission Expires April 6, 1998

CERTIFICATE OF RESIDENCE OF MORTGAGEE

I do hereby certify that the precise residence and complete post office address of the within named Mortgagee is

R D # 3, Du Bois, Pennsylvania 15301

Raymond J. Skiola, Esq.
Attorney for Mortgagor

VOL 1890 PAGE 411

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS.

Recorded in the Office of the Recorder of Deeds in and for
said County on the _____ day of _____, 1996, in Mortgage
Book Volume _____, page _____.

Witness my hand and seal of said office the day and year
aforesaid.

Recorder

This document was recorded
in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starch
Karen L. Starch
Recorder of Deeds

-8-

Dated of Record 11-26 1997, 1:40 pm Karen L Starch, Recorder

MORTGAGE NOTE**\$157,000.00****DATED: September 8, 1997****Du Bois, Pennsylvania**

FOR value received and intending to be legally bound, **RAYMOND J. SEKULA**, an Individual ("Maker"), with his principal place of residence being at R D # 3, Box 142, Du Bois, Pennsylvania 15801, promise to pay to the order of **GAIL M. HEFFNER** (hereinafter called "Payee"), at R D # 3, Du Bois, Pennsylvania 15801, or such other place as Payees may designate in writing, the principal sum of One hundred fifty-seven thousand Dollars (\$157,000.00) lawful money of the United States of America, together without interest on the outstanding principal balance thereof.

This Note shall be payable in the following manner:

(a) Sixty (60) equal monthly payments of Nine hundred fifty (\$950.00) each, commencing June 1, 1997 and on the first day of each and every month thereafter until May 1, 2002.

(b) The balance of One hundred thousand (\$100,000.00) Dollars, shall be payable as follows: Fifty thousand (\$50,000.00) Dollars on or before June 1, 2002, with the remaining Fifty thousand (\$50,000.00) Dollars, to be payable on January 1, 2003.

Maker shall have the option to prepay the loan any time without penalty upon sixty (60) days written notice to Payees.

This Note is secured by and entitled to all the benefits of
(i) a Mortgage (the "Mortgage") of even date herewith from Maker

for the benefit of Payee, secured upon certain land located in the Sandy Township, Clearfield County, Pennsylvania, as more fully described in said Mortgage, and which Mortgage is intended to be recorded forthwith in the Office for the Recording of Deeds in and for said County.

In the event any payment of interest and/or principal is made after the due date thereof, Maker shall pay to Payee a "late charge" of .05 cents for each dollar so overdue. Moreover, if any default be made in the payment of any amount of principal or interest on the date on which it shall fall due and such default shall continue for thirty (30) days, then in such event the entire unpaid balance of said principal sum together with interest accrued thereon shall at the option of Payee and without notice to Maker become immediately due and payable; and in such case Payee may also recover all costs of suit and other expenses in connection therewith, including a reasonable attorney's fee for collection.

Payee shall not by any act of omission or commission be deemed to have waived any of its rights or remedies hereunder unless such waiver be in writing and signed by Payee, and then only to the extent specifically set forth therein; a waiver on one event shall not be construed as a waiver of such right or remedy on a subsequent event.

If any provision hereof is found by a court of competent jurisdiction to be prohibited or unenforceable, it shall be

ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable, nor invalidate the other provisions hereof, all of which shall be construed in favor of Payee in order to effect the provisions of the Note.

The words "Payee" and "Maker" whenever occurring herein shall be deemed and construed to include the respective successors and assigns of Payee and Maker. This instrument shall be construed according to and governed by the laws of the Commonwealth of Pennsylvania.

This obligation shall bind the undersigned and the undersigned's successors, executors, administrators and assigns, and the benefits hereof shall inure to the Payee hereof, her heirs and assigns. If this Note is executed by more than one person, the undertakings and liability of each shall be joint and several.

All communications and notices under this document shall be deemed to be received on the date sent and shall be sent to the following addresses:

TO PAYEE: R D # 3, Du Bois, PA 15801

TO MAKER: R D # 3, Box 142, Du Bois, PA 15801

until a party notifies the other in writing of a different address.

IN WITNESS WHEREOF, Maker has duly executed this Note the day and year first above mentioned.

Raymond J. Sekula

Raymond J. Sekula

✓

3cc Atty Dubois
Q/151 Atty pd 85.00

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13393

HEFFNER, GAIL M.

02-1808-CD

VS.

SEKULA, RAYMOND J.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JANUARY 20, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN
THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO
RAYMOND J. SEKULA, DEFENDANT. ACCORDING TO POST OFFICE MOVED,
LEFT NO FORWARDING.

Return Costs

Cost	Description
39.07	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

20th Day Of Jan 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
SHERIFF
Chester A. Hawkins
Sheriff

FILED
BA 0/2/03 BA
JAN 20 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

GAIL M. HEFFNER,
Plaintiff

No. 02-1808-CJ

vs.

RAYMOND J. SEKULA,
Defendant

Type of Pleading:

**COMPLAINT IN
MORTGAGE FORECLOSURE**

Filed on Behalf of:
PLAINTIFF

Counsel of Record for this Party:

Jeffrey S. DuBois, Esquire
Supreme Court No. 62074
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

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

NOV 10 2002

Attest.

John A. G.
John A. G.
Clerk of Courts

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

GAIL M. HEFFNER,
Plaintiff

vs.

No. _____

RAYMOND J. SEKULA,
Defendant

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed in the Complaint or for any other 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
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 1303

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

**GAIL M. HEFFNER,
Plaintiff**

vs. : No. , 2002, C.D.

**RAYMOND J. SEKULA,
Defendant**

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff, GAIL M. HEFFNER, by and through her attorneys, HANAK, GUIDO AND TALADAY, and files this Complaint and in support thereof avers the following:

1. Plaintiff, GAIL M. HEFFNER, is an adult individual residing at 77220 McCallum Blvd., Apt. 1050, Dallas, Texas, 75252.
2. Defendant, RAYMOND J. SEKULA, is an adult residing at R.D. #3, Box 142, DuBois, Clearfield County, Pennsylvania.
3. On or about June 1, 1997, Plaintiff and Defendant entered into an Agreement of Sale for the purchase of premises hereinafter described, a true and correct copy of said Agreement of Sale is attached hereto, made a part hereof and marked Exhibit "A".
4. The premises in question contains 3 parcels of land situated in Sandy Township, Clearfield County, Pennsylvania, and are more fully described on Exhibit "B" attached hereto and made a part hereof.
5. On or about June 25, 1997, Plaintiff and Defendant entered into and executed a Purchase Money Mortgage on the premises in

question set forth above, with the mortgage being recorded on November 26, 1997, in the Recorder of Deeds Office of Clearfield County, Pennsylvania, in Deed Book Vol. 1890, p. 404. A true and correct copy of the Purchase Money Mortgage is attached hereto, made a part hereof and marked Exhibit "C".

6. The parties also entered into a Mortgage Note, dated September 8, 1997, which is attached hereto, made a part hereof and marked Exhibit "D".

7. Said mortgage has not been assigned.

8. Said mortgage is in default because the monthly payments due are overdue and in default for a period in excess of thirty (30) days, as well as the fact the first lump sum payment is delinquent for a period in excess of thirty (30) days.

9. By the terms of the mortgage, note and the agreement, the whole unpaid balance is immediately due and payable.

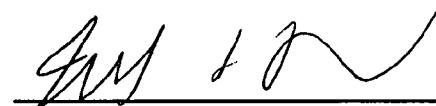
10. The unpaid balance of the indebtedness due Plaintiff under the terms of said mortgage, note and the agreement of sale are as follows:

Principal of First Lump Sum Pymt.	\$50,000.00
Unpaid monthly payments	\$ 5,150.00
Interest (6%) and charges	\$12,278.51
Attorneys fees (5%)	<u>\$ 3,371.43</u>
Total due	\$70,799.94

WHEREFORE, Plaintiff demands judgment in the amount of Seventy Thousand Seven Hundred Ninety-nine and 94/100 (\$70,799.94), plus interest thereon at a per diem rate of \$11.088 on the unpaid principal balance from October 31, 2002, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendant, RAYMOND J. SEKULA.

Respectfully submitted,

HANAK, GUIDO AND TALADAY, by:

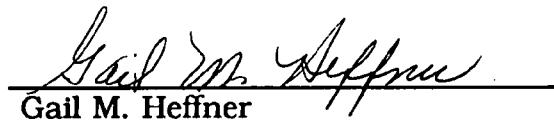


Jeffrey S. DuBois
Attorney for Plaintiff

VERIFICATION

I, GAIL M. HEFFNER, verify that the statements in the foregoing COMPLAINT are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.



Gail M. Heffner

AGREEMENT OF SALE

THIS AGREEMENT, made the first day of June, 1997, by and between
GAIL M. HEFFNER, widow, of Sandy Township, Clearfield County, Pennsylvania,
hereinafter referred to as "SELLER"

A N D

RAYMOND J. SEKULA, of Sandy Township, Clearfield County, Pennsylvania
hereinafter referred to as "PURCHASER."

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the covenants, conditions and provisions contained herein, intending to be legally bound hereby, the parties hereto agree as follows:

1. Seller, for the consideration hereinafter mentioned, hereby agrees to sell and convey to Purchaser, who hereby agrees to purchase, All those three certain parcels of land situate in Sandy Township, Clearfield County, Pennsylvania, particularly bounded and described on Exhibit "A" attached hereto.

Together with all and singular the easements and appurtenances whatsoever thereunto appertaining.

2. In consideration of the covenants and agreements herein contained, Seller covenants and agrees to sell and convey unto Purchaser, his heirs, successors and assigns, the premises hereinbefore described for the sum of **One Hundred Sixty Thousand (\$160,000.00) Dollars** to be paid as follows:

- (a) **Three thousand (\$3,000.00) Dollars**, as a down payment, payable at closing.
- (b) **Sixty (60) payments of Nine Hundred Fifty (\$950.00) Dollars** each, commencing **June 1, 1997**, and concluding **May 1, 2002**.
- (c) **Fifty thousand (\$50,000.00) Dollars**, on or before **June 1, 2002**.
- (d) The final payment for the balance of the purchase price **Fifty Thousand (\$50,000.00) Dollars** shall be due and payable **January 1, 2003**.
- (e) The aforesaid payments shall be evidenced by a Note and Mortgage securing the subject real property.

3. In addition to aforesaid real property, Seller agrees to convey to Purchaser, all of Seller's furniture contained within the aforesaid real property for a price of **Two thousand (\$2,000.00) Dollars**.

4. The premises are to be conveyed free and clear of all liens, encumbrances

and easements and other objections to the title, excepting any easements or restrictions of record and duly recorded covenants running with the land, if any. However, if there are any easements, restrictions or covenants so recorded which, in the opinion of Purchaser would cause him to be unable to make the intended use of said premises, Purchaser shall have the option of receiving in full the down payment provided for herein and to declare this Agreement null and void. In the event said premises are not clear of all said encumbrances, Purchaser shall have the option of taking such title as Seller can give with deductions from the total purchase price in the amounts necessary to satisfy and release all encumbrances, easements, and other objections to the title, including unpaid real estate taxes or alternatively, Purchaser shall be entitled to a return of the down payment and to declare this Agreement null and void, at Purchaser's option.

5. All real estate transfer taxes shall be shared equally by Seller and the Purchasers at the time of closing and all city, county, and school real estate taxes shall be prorated on a fiscal year basis at the time of closing and delivery of deed. A settlement fee of \$150.00 shall be shared equally between the Seller and Purchaser.

6. The title to said real estate is to be good and marketable and such as will be insured by any reputable title company at regular rates or certified by Attorney for Purchaser.

7. Seller agrees to prepare at her expense for and to execute and deliver to Purchaser at closing a good and sufficient deed containing the usual covenants of Special Warranty.

8. The risk of loss of damage to said property shall remain with Seller until the delivery of possession to Purchaser.

9. Closing shall take place on or before June 30, 1997 unless otherwise extended by the parties hereto.

10. Purchaser agrees that subsequent to the closing of the within transaction, Seller shall be permitted to lease an apartment which Seller presently occupies within the aforesaid real property for a period of sixty (60) months, commencing upon the closing of the sale of the subject property, and for a monthly rental of Three Hundred Fifty (\$350.00) Dollars per month, said sum to be credited toward that amount due and owing by Purchaser to Seller arising out of the mortgage obligation hereinbefore set forth in paragraph two of this agreement. At the conclusion of the sixty (60) month rental term, Seller shall have the option of entering into a new Lease Agreement with Purchaser for the rental of the subject apartment with the term and the rental amount to be negotiated by the parties at that time.

11. Purchaser agrees to construct a one stall garage to be used by Seller during the term of her tenancy in the subject premises for no additional rental charge, said garage

to be constructed within one (1) year of the closing of the sale of the subject premises.

12. All rental payments arising from the rental of the remaining apartments contained within the subject premises shall be pro-rated to the date of closing and all security deposits held by Seller shall be transferred to Purchaser at the time of closing with Purchaser

to hold Seller harmless from any further obligation upon said security deposits. Further, the parties shall enter into an agreement for the assignment of any leases for the apartments contained within the subject premises, said agreement to be executed by the parties prior to the closing of this transaction.

13. Purchaser acknowledges that he has received the Seller's Property Disclosure Statement. Purchaser is relying on Seller's representations made therein as to the condition of the real estate.

14. Seller makes the following representations in accordance with the Residential Lead-Based Paint Hazard Reduction Act:

(a) Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint hazards in or about the property.

(b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or about the property.

(c) Purchaser has read the pamphlet "Protect Your Family From Lead in Your Home" and has read the following lead warning statements:

Every Purchaser of any interest in residential real property on which a dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant woman. The Seller of any interest in residential real property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser any known lead-based paint hazard. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

15. Purchaser hereby understands and acknowledges that before Purchaser is obligated to buy a residential dwelling built before 1978, Purchaser has a thirty (30) day period (unless Purchaser and Seller agree in writing to a different period of time) to conduct a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards or other associated hazards i.e. asbestos, underground storage tanks, etc.

16. In the event Purchaser determines at any time prior to Settlement that the Property contains hazardous waste or other materials (collectively "Hazardous Materials") which could have a detrimental effect on the physical environment of the Property and

notifies Seller of such condition within thirty (30) days after such determination, Seller shall have the option at her sole cost and expense to either cause to be removed or cleaned (to the satisfaction of all appropriate governmental authorities and the reasonable satisfaction of Purchaser) all such Hazardous Materials or other material (whether required by statute or otherwise), or to decline to do so in her sole discretion, in which event Purchaser shall have

the option, along with the Purchaser's other rights contained elsewhere in this Agreement, to terminate this Agreement. Seller has not had any test whatsoever made with respect to the possible existence of such Hazardous Materials, but has no knowledge of the existence of any such Hazardous Materials. Seller recognizes and agrees that Purchaser may conduct any and all tests (including but not limited to Phase I and II studies, if necessary) to discern the environmental status of the Property.

17. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

18. This Agreement shall survive closing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

(SEAL)
GAIL M. HEFFNER, SELLER

(SEAL)
RAYMOND J. SEKULA, PURCHASER

EXHIBIT "B"

ALL those certain pieces or parcels of land, situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

THE FIRST THEREOF: BEING known as Sydney Fuller's Plot of Lots in Sandy Township, called Sydney Fuller's Addition to DuBois Borough as Lot No. 771, and bounded on the North by a twelve (12) foot Alley; on the South by Van Tassel Avenue; on the East by Lot No. 772 of the same Plot of Lots; on the West by a sixteen (16) foot Alley; and being fifty (50) feet wide on the North Side of Van Tassel Avenue by one hundred and fifty (150) feet deep to said twelve (12) foot Alley and fifty (50) feet wide on said Alley. HAVING thereon erected a two-car frame garage.

THE SECOND THEREOF: KNOWN as Lot No. 772 on the Plot of Sydney Fuller's Addition to DuBois; said lot or piece of land being fifty (50) feet wide on Van Tassel Avenue by one hundred fifty (150) feet deep to a twelve (12) foot alley and being fifty (50) feet wide on said Alley. Being one town lot fifty (50) feet by one hundred (150) feet in size being bounded and described as follows, to wit: On the North by a twelve (12) foot Alley; on the South by Van Tassel Avenue; on the East by Lot No. 773; and on the West by Lot No. 771. Having thereon erected a two story frame duplex dwelling house. Said Van Tassel Avenue being known generally as Maple Avenue.

Said premises are conveyed subject to a Right of Way Agreement between George E. Gifford and Ann Gifford, his wife, and United Natural Gas Company dated December 2, 1955, and recorded at Clearfield in Miscellaneous Book 100, page 255. Said premises are also conveyed subject to the same restrictions appearing in the conveyances to the predecessors in title of the former Grantors.

THE THIRD THEREOF: BEING known in Sydney Fuller's plot of lots in Sandy Township called Sydney Fuller's Addition to DuBois Borough as the Western one-half of Lot No. 773, and bounded on the North by a twelve (12) foot alley; on the South by Maple Avenue formerly Van Tassel Avenue; on the West by Lot No. 772 in said addition; and on the East by the remaining Eastern one-half of said Lot No. 773. BEING 25 feet wide on the North side of Maple Avenue by 150 feet deep to said twelve (12) foot alley and 25 feet wide on said Alley.

Said premises are conveyed subject to a Right of Way Agreement between George E. Gifford and Ann Gifford, his wife, and United Natural Gas Company dated December 2, 1955, and recorded at Clearfield in Miscellaneous Book 100, page 255. Said premises are also conveyed subject to the same restrictions appearing in the conveyances to the predecessors in title of the former Grantors.

BEING the same premises, the title to which became vested in Raymond J. Sekula, by deed dated June 25, 1997, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Vol. 1890, p. 399.

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CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 1:40 pm 11-26-97
BY B. Mohr
FEES \$1.50
Karen L Stark, Recorder

THIS PURCHASE MONEY MORTGAGE,

MADE this 25th day of June, in the year of our Lord one thousand nine hundred ninety seven (1997),

BETWEEN

RAYMOND J. SEKULA, an individual, with his principal place of residence at R D # 3, Box 142, Du Bois, Clearfield County, Pennsylvania 15801, hereinafter referred to as the Mortgagor,

AND

GAIL K. HEPPNER, widow, of R D # 3, Du Bois, Clearfield County, Pennsylvania, hereinafter referred to as the Mortgagee.

WHEREAS, the Mortgagor, in and by its certain obligation, or writing obligatory, duly executed and bearing even date herewith, stands bound unto the Mortgagee in the sum of One hundred fifty-seven thousand (\$157,000.00) Dollars.

NOW THIS INDENTURE WITNESSETH, that the Mortgagor, as well for and in consideration of the aforesaid debt or sum of One hundred fifty-seven thousand (\$157,000.00) Dollars, and for the better securing the payment thereof unto the Mortgagee, her successors and assigns, in discharge of the said obligation above recited, as for and in consideration of the further sum of one dollar in specie, well and truly paid to the Mortgagor, by the Mortgagee, at and before the ensaing and delivery hereof, the receipt of which one dollar is hereby acknowledged, has granted, bargained, sold, released and confirmed, and by these presents does grant, bargain,

EXHIBIT "C"

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sell, release and confirm unto the Mortgagee, her successors and assigns.

ALL THOSE THREE CERTAIN PIECES OR PARCELS OF LAND, SITUATE, LYING AND BEING IN SANDY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

THE FIRST THEREOF: BEING known in Sydney Fuller's Plot of Lots in Sandy Township, called Sydney Fuller's Addition to Du Bois Borough as Lot No. 771, and bounded on the North by a twelve (12) foot Alley; on the South by Van Tassel Avenue; on the East by Lot No. 772 of the same Plot of Lots; on the West by a sixteen (16) foot Alley; and being fifty (50) feet wide on the North side of Van Tassel Avenue by one hundred and fifty (150) feet deep to said twelve (12) foot Alley and fifty (50) feet wide on said Alley. HAVING thereon erected a two-car frame garage.

THE SECOND THEREOF: KNOWN as Lot No. 772 on the Plot of Sydney Fuller's Addition to Du Bois; said lot or piece of land being fifty (50) feet wide on Van Tassel Avenue by one hundred fifty (150) feet deep to a twelve (12) foot alley and being fifty (50) feet wide on said Alley. Being one town lot fifty (50) feet by one hundred (150) feet in size being bounded and described as follows to wit: On the North by a twelve (12) foot Alley; on the South by Van Tassel Avenue; on the East by Lot No. 773; and on the West by Lot No. 771. Having thereon erected a two story frame duplex dwelling house. Said Van Tassel Avenue being know generally known as Maple Avenue.

Said premises are conveyed subject to a Right of Way Agreement between George E. Gifford and Ann Gifford his wife, and United Natural Gas Company dated December 2, 1955, and recorded at Clearfield in Miscellaneous Book 100 page 255. Said premises are also conveyed subject to the same restrictions appearing in the conveyances to the predecessors in title of the former Grantors.

THE THIRD THEREOF: BEING known in Sydney Fuller's plot of lots in Sandy Township called Sydney Fuller's Addition to Du Bois Borough as the Western one-half of Lot No. 773, and bounded on the North by a twelve (12) foot alley; on the South by Maple Avenue formerly Van Tassel Avenue; on the West by Lot No. 772 in said addition; and on the East by the remaining Eastern one-half of said Lot No. 773. BEING 25 feet wide on the North side of Maple Avenue by 150 feet deep to said twelve (12) foot alley and 25 feet wide on said Alley.

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Said premises are conveyed subject to a Right of Way Agreement between George B. Gifford and Ann Gifford his wife, and United Natural Gas Company dated December 2, 1955, and recorded at Clearfield in Miscellaneous Book 100 page 255. Said premises are also conveyed subject to the same restrictions appearing in the conveyances to the predecessors in title of the former Grantors.

BEING the same premises which became vested in the Mortgagor herein by deed of Gail M. Helfner, dated June 25, 1997 and not yet recorded but intended to be prior to the recording of this mortgage.

TOGETHER with all and singular the building, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. TO HAVE AND TO HOLD the said hereditaments and premises above granted, or intended so to be, with the appurtenances, unto the Mortgagee, her successors and assigns forever.

AND it is further understood and agreed, that the Mortgagor, his successors and assigns, will pay all taxes, municipal assessments and charges from time to time assessed against or upon said mortgaged premises forthwith when the same become due and payable, and will keep the buildings erected upon the said premises insured by some good and reliable fire insurance company or companies licensed to transact business in the Commonwealth of Pennsylvania, in the amount of at least One hundred fifty-seven thousand (\$157,000.00) Dollars, and shall take no insurance upon

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said buildings not marked for the benefit of the Mortgagee, and the policy or policies, with a proper Mortgagee or loss payable clause attached, shall be delivered to and held by the Mortgagee, her successors or assigns, as collateral security for the payment of moneys secured hereby, and in case Mortgagor, his successors or assigns, shall neglect to procure such insurance, or shall neglect to pay said taxes, municipal assessments and charges forthwith when the same become due and payable, the Mortgagee her successors or assigns, may take out such policy or policies in their own names, and may pay such taxes, municipal assessments and charges, and the premium or premiums paid therefor, and the sum or sums paid for such taxes, municipal assessments and charges as aforesaid, shall bear interest from the time of payment, and be added to and collected as part of the said principal sum and in the same manner.

And it is further agreed and understood that in case default be made at any time in the payment of the principal debt or any installment of principal debt or interest, or any part thereof, or of any taxes, municipal assessments, charges or premiums of insurance aforesaid, for thirty (30) days after the same falls due as aforesaid, the whole of the said debt and interest and additions thereto as aforesaid shall, at the option of the Mortgagee, her successors or assigns, become due and payable forthwith; and thereupon an action of Mortgagee foreclosure as now provided by

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Pennsylvania Procedural Rules 1141 to 1148, inclusive, or other appropriate proceedings, now or hereafter prescribed by law, may forthwith be commenced and prosecuted to judgment, execution and sale, for the collection of the whole amount of the said debt and interest remaining unpaid, together with all premiums of insurance, and all taxes, municipal assessments and charges, and all fees, costs and expenses of such proceedings, including attorney's commission of five per cent, of the unpaid principal and interest. And all errors in said proceedings, together with all stay of or exemption from execution, or extension of time of payment which may be given by any Act or Acts of Assembly now in force, or which may be enacted hereafter, are hereby forever waived and released.

PROVIDED ALWAYS, NEVERTHELESS, that if the Mortgagor, his successors or assigns, does pay, or cause to be paid unto the said Mortgagee, her successors or assigns, the aforesaid debt or sum of One hundred fifty-seven thousand (\$157,000.00) Dollars, on the day and time hereinbefore mentioned and appointed for the payment thereof, together with lawful interest for the same and the premiums of insurance aforesaid, taxes, municipal assessments and charges, in like money, in the way and manner hereinbefore specified therefor, without any fraud or further delay, and without any deduction, defalcation or abatement to be made, for or in respect of any taxes, charges or assessments whatsoever, that then,

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and from thenceforth, as well this present Indenture, and the estate hereby granted, as the said obligation above recited, shall cease, determine and become absolutely null and void to all intents and purposes, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

All communications and notices under this document shall be deemed to be received on the date sent and shall be sent to the following addresses:

TO MORTGAGEE: R D # 3, Du Bois, PA 15801

TO MORTGAGOR: R D # 3, Box 142, Du Bois, PA 15801
until a party notifies the other in writing of a different address.

IN WITNESS WHEREOF, the said Mortgagor set his hand and seal the day and year first written above.

Marine E. Duttry Raymond J. Sebula (SEAL)
Raymond J. Sebula

VCL 1890, page 410

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

On this, the 30th day of ~~September~~ 1997, before me, a Notary Public, the undersigned officer, personally appeared RAYMOND J. SKIOLA, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Marlene E. Duttry
Notary Public

મુખ્ય કાન્ફરન્સ્ઝન્સ અને

CERTIFICATE OF RESIDENCE OF MORTGAGOR

I do hereby certify that the precise residence and complete post office address of the within named Mortgagee is

R D # 3, Du Bois, Pennsylvania 15801

AFCETONIC ACID MONOBIS(2-

VOL 1890 PAGE 411

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : 55.

Recorded in the Office of the Recorder of Deeds in and for
said County on the _____ day of _____, 1996, in Mortgage
Book Volume _____, page _____.

Witness my hand and seal of said office the day and year
aforesaid.

Recorder

This instrument was recorded
in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Stark
Karen L. Stark
Recorder of Deeds

-8-

Dated of Record 11-26 1997 at 1:40 pm Karen L. Stark, Recorder

MORTGAGE NOTE

\$157,000.00

DATED: September 8, 1997

Du Bois, Pennsylvania

FOR value received and intending to be legally bound, RAYMOND J. SEKULA, an Individual ("Maker"), with his principal place of residence being at R D # 3, Box 142, Du Bois, Pennsylvania 15801, promise to pay to the order of GAIL M. HEFFNER (hereinafter called "Payee"), at R D # 3, Du Bois, Pennsylvania 15801, or such other place as Payee may designate in writing, the principal sum of One hundred fifty-seven thousand Dollars (\$157,000.00) lawful money of the United States of America, together without interest on the outstanding principal balance thereof.

This Note shall be payable in the following manner:

(a) Sixty (60) equal monthly payments of Nine hundred fifty (\$950.00) each, commencing June 1, 1997 and on the first day of each and every month thereafter until May 1, 2002.

(b) The balance of One hundred thousand (\$100,000.00) Dollars, shall be payable as follows: Fifty thousand (\$50,000.00) Dollars on or before June 1, 2002, with the remaining Fifty thousand (\$50,000.00) Dollars, to be payable on January 1, 2003.

Maker shall have the option to prepay the loan any time without penalty upon sixty (60) days written notice to Payee.

This Note is secured by and entitled to all the benefits of (i) a Mortgage (the "Mortgage") of even date herewith from Maker

for the benefit of Payee, secured upon certain land located in the Sandy Township, Clearfield County, Pennsylvania, as more fully described in said Mortgage, and which Mortgage is intended to be recorded forthwith in the Office for the Recording of Deeds in and for said County.

In the event any payment of interest and/or principal is made after the due date thereof, Maker shall pay to Payee a "late charge" of .05 cents for each dollar so overdue. Moreover, if any default be made in the payment of any amount of principal or interest on the date on which it shall fall due and such default shall continue for thirty (30) days, then in such event the entire unpaid balance of said principal sum together with interest accrued thereon shall at the option of Payee and without notice to Maker become immediately due and payable; and in such case Payee may also recover all costs of suit and other expenses in connection therewith, including a reasonable attorney's fee for collection.

Payee shall not by any act of omission or commission be deemed to have waived any of its rights or remedies hereunder unless such waiver be in writing and signed by Payee, and then only to the extent specifically set forth therein; a waiver on one event shall not be construed as a waiver of such right or remedy on a subsequent event.

If any provision hereof is found by a court of competent jurisdiction to be prohibited or unenforceable, it shall be

ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable, nor invalidate the other provisions hereof, all of which shall be construed in favor of Payee in order to effect the provisions of the Note.

The words "Payee" and "Maker" whenever occurring herein shall be deemed and construed to include the respective successors and assigns of Payee and Maker. This instrument shall be construed according to and governed by the laws of the Commonwealth of Pennsylvania.

This obligation shall bind the undersigned and the undersigned's successors, executors, administrators and assigns, and the benefits hereof shall inure to the Payee hereof, her heirs and assigns. If this Note is executed by more than one person, the undertakings and liability of each shall be joint and several.

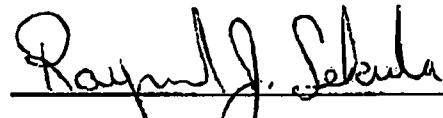
All communications and notices under this document shall be deemed to be received on the date sent and shall be sent to the following addresses:

TO PAYEE: R D # 3, Du Bois, PA 15801

TO MAKER: R D # 3, Box 142, Du Bois, PA 15801

until a party notifies the other in writing of a different address.

IN WITNESS WHEREOF, Maker has duly executed this Note the day and year first above mentioned.



Raymond J. Sekula

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

GAIL M. HEFFNER, : NO. 02-1808-C.D.
Plaintiff, : TYPE OF CASE:
vs. : MORTGAGE FORECLOSURE ACTION
RAYMOND J. SEKULA, : TYPE OF PLEADING: ANSWER
Defendant. : TO PLAINTIFF'S COMPLAINT
: IN MORTGAGE FORECLOSURE
: FILED ON BEHALF OF:
: RAYMOND J. SEKULA, Defendant
: COUNSEL OF RECORD FOR THIS
: PARTY:
: BENJAMIN S. BLAKLEY, III, ESQUIRE
: SUPREME COURT NO.: 26331
: BLAKLEY & JONES
: 90 BEAVER DRIVE, BOX 6
: DU BOIS, PA 15801
: (814) 371-2730

FILED

MAR 13 2003

William A. Shaw
Prothonotary

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

GAIL M. HEFFNER, :
: Plaintiff, :
: vs. : NO. 02-1808-C.D.
: :
RAYMOND J. SEKULA, :
: Defendant. :
:

ANSWER TO PLAINTIFF'S COMPLAINT
IN MORTGAGE FORECLOSURE

AND NOW, comes the Defendant, **RAYMOND J. SEKULA**, by and through his attorneys, **BLAKLEY & JONES**, and files this Answer to Plaintiff's Complaint in Mortgage Foreclosure and avers the following:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.
8. Admitted.
9. Admitted.

10. It is admitted that the principle of the first lump sum payment due is Fifty Thousand (\$50,000.00) Dollars, and the unpaid monthly payments total Five Thousand One Hundred Fifty (\$5,150.00) Dollars. It is denied, however, that any interest was due under the terms of the Mortgage Note executed by the parties in the above matter, and it is further denied that attorney's fees are due at the rate of five (5%) percent, and on the contrary, it is averred that no interest was to accumulate on any amounts due to the Plaintiff in the above matter. It is further averred that attorney's fees in the event of default were to be reasonable attorney's fees and not on a percentage basis. By way of further answer, Defendant demands strict proof thereof at trial of any attorney's fees claimed by the Plaintiff.

WHEREFORE, Defendant requests that Plaintiff's Complaint in Mortgage Foreclosure be dismissed.

Respectfully submitted,

BLAKLEY & JONES

Benjamin S. Blakley, III, Esquire
Attorney for Defendant

VERIFICATION

I verify that the statements made in this Answer to Plaintiff's Complaint in Mortgage Foreclosure are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

DATE

March 12, 2013


RAYMOND J. SEKULA

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

GAIL M. HEFFNER,

Plaintiff,

vs.

RAYMOND J. SEKULA,

Defendant.

ANSWER TO PLAINTIFF'S
COMPLAINT IN MORTGAGE
FORECLOSURE

No. 02-1808-C.D.

FILED

300

10/25/03
MCR 13/2003
Atty Blakley
Fwd
REB

William A. Shaw
PrestonShaw

LAW OFFICES
BLAKLEY & JONES
90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

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

GAIL M. HEFFNER, : NO. 02-1808-C.D.
Plaintiff, :
vs. : TYPE OF CASE:
RAYMOND J. SEKULA, : MORTGAGE FORECLOSURE ACTION
Defendant. :
: TYPE OF PLEADING:
: CERTIFICATE OF SERVICE
: FILED ON BEHALF OF:
: RAYMOND J. SEKULA, Defendant
: COUNSEL OF RECORD FOR THIS
: PARTY:
: BENJAMIN S. BLAKLEY, III, ESQUIRE
: SUPREME COURT NO.: 26331
: BLAKLEY & JONES
: 90 BEAVER DRIVE, BOX 6
: DU BOIS, PA 15801
: (814) 371-2730

FILED

MAR 17 2003

William A. Shaw
Prothonotary

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

GAIL M. HEFFNER, :
: :
Plaintiff, :
: :
vs. : NO. 02-1808-C.D.
: :
RAYMOND J. SEKULA, :
: :
Defendant. :
:

CERTIFICATE OF SERVICE

I, **BENJAMIN S. BLAKLEY, III**, hereby certify that I have served a certified copy of the Answer to Plaintiff's Complaint in Mortgage Foreclosure, filed on behalf of Defendant, upon Plaintiff's counsel this 14th day of March, 2003, by depositing the same with the United States Postal Service via First-Class Mail, postage pre-paid, addressed as follows:

**Jeffrey S. DuBois, Esquire
HANAK, GUIDO & TALADAY
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801**

BLAKLEY & JONES

BY:

Benjamin S. Blakley, III, Esquire
Attorney for Defendant

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

GAIL M. HEFFNER,

Plaintiff,

vs.

RAYMOND J. SEKULA,

Defendant.

CERTIFICATE OF SERVICE

No. 02-1808-C.D.

FILED
M 11/20/03
MAR 17 2003
ES

William A. Shaw
Prothonotary

LAW OFFICES

BLAKLEY & JONES
90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

GAIL M. HEFFNER, : Plaintiff : No. 02-1808-C.D.
vs. : :
RAYMOND J. SEKULA, : Defendant : Type of Pleading:
: : **PLAINTIFF'S MOTION FOR
JUDGMENT ON THE
PLEADINGS**
: : Filed on Behalf of:
: : PLAINTIFF
: : Counsel of Record for this Party:
: : Jeffrey S. DuBois, Esquire
: : Supreme Court No. 62074
: : Hanak, Guido and Taladay
: : 498 Jeffers Street
: : P. O. Box 487
: : DuBois, PA 15801
: : (814) 371-7768

FILED

MAY 08 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

GAIL M. HEFFNER,
Plaintiff

vs. : No. 02-1808-C.D.

RAYMOND J. SEKULA,
Defendant

**PLAINTIFF'S MOTION FOR
JUDGMENT ON THE PLEADINGS**

AND NOW, comes the Plaintiff, GAIL M. HEFFNER, by and through her attorneys, HANAK, GUIDO AND TALADAY, who pursuant to Pa.R.C.P. 1034 for judgment on the pleadings, set forth as follows:

1. Plaintiff commenced this action against the Defendant, RAYMOND J. SEKULA, on November 19, 2002, by the filing of a Complaint in Mortgage Foreclosure, in this Honorable Court at the above captioned term and number. A true and correct copy of the Complaint in Mortgage Foreclosure is attached hereto and made a part hereof as Exhibit "A".

2. Plaintiff is seeking monies owed to her pursuant to an Agreement of Sale for the sale of real property between the parties and an accompanying purchase money mortgage and note connected with the same. A copy of said Agreement of Sale, purchase money mortgage and note are all attached as Exhibits to the aforementioned Complaint.

3. On March 13, 2003, Defendant filed an Answer to Plaintiff's Complaint, a true and correct copy of which is attached hereto and made a part hereof as Exhibit "B".

4. In their answer, of the 10 paragraphs in Plaintiff's Complaint, Defendant admits the allegations set forth in Paragraphs 1 through 9, and with respect to the final paragraph, Paragraph 10, admits that Defendant has failed to make the lump sum payments due under the mortgage and note, and only denied the issues of interest and attorney fees.

5. Consequently, Defendant completely admits to the principal payments and monthly payments that are due to Plaintiff under the mortgage and note, and the fact Defendant has not paid them.

6. As a consequence, Defendant acknowledges that he is in default of the aforesaid agreements and the principal monies due to Plaintiff.

7. The total amount of unpaid lump sum payments equal \$100,000.00, the overdue monthly payments equal \$5,150.00 and costs, interest, fees and penalties equal approximately \$26,850.00.

8. Therefore, under the Pennsylvania Rules, this is such a case to be determined by the Court as opposed to trial.

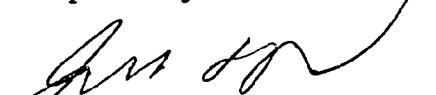
9. The pleadings are closed and time exists within which to dispose of this motion so as not to delay trial.

10. There are no genuine issue of material fact to be tried.

11. Plaintiff is entitled to judgment as a matter of law on the pleadings.

WHEREFORE, Plaintiff, GAIL M. HEFFNER, respectfully requests this Honorable Court to award judgment in favor of Plaintiff and against Defendant in the amount of One Hundred Thirty-two Thousand and 00/100 (\$132,000.00) Dollars, and other relief as this Court deems just and proper.

Respectfully submitted,



Jeffrey S. DuBois
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I do hereby certify that on the 8th day of May, 2003, I served a true and correct copy of the within Motion for Judgment on the Pleadings, by first class mail, postage prepaid, to:

Benjamin S. Blakley, III, Esq.
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801



Jeffrey S. DuBois

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

GAIL M. HEFFNER,	:	
Plaintiff	:	
vs.	:	No. 02-1808-C.D.
RAYMOND J. SEKULA,	:	
Defendant	:	

ORDER OF COURT

AND NOW, this _____ day of _____, 2003, upon
consideration of the foregoing Plaintiff's Motion for Judgment on the
Pleadings,

IT IS HEREBY ORDERED AND DECREED that a hearing be held
on the _____ day of _____, 2003, at _____ o'clock _____
m., in Courtroom No. ____, of the Clearfield County Courthouse,
Clearfield, Pennsylvania, 16830.

BY THE COURT:

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

GAIL M. HEFFNER,
Plaintiff

No. 02-1808-03

vs.

RAYMOND J. SEKULA,
Defendant

Type of Pleading:

**COMPLAINT IN
MORTGAGE FORECLOSURE**

Filed on Behalf of:
PLAINTIFF

Counsel of Record for this Party:

Jeffrey S. DuBois, Esquire
Supreme Court No. 62074
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

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

NOV 19 2002

EXHIBIT "A"

Attest.

Walt B. Bissell
Prothonotary/
Clerk of Courts

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

GAIL M. HEFFNER,
Plaintiff

vs.

No. _____

RAYMOND J. SEKULA,
Defendant

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed in the Complaint or for any other 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
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 1303

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

GAIL M. HEFFNER,
Plaintiff

vs.

No. _____, 2002, C.D.

RAYMOND J. SEKULA,
Defendant

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff, GAIL M. HEFFNER, by and through her attorneys, HANAK, GUIDO AND TALADAY, and files this Complaint and in support thereof avers the following:

1. Plaintiff, GAIL M. HEFFNER, is an adult individual residing at 77220 McCallum Blvd., Apt. 1050, Dallas, Texas, 75252.
2. Defendant, RAYMOND J. SEKULA, is an adult residing at R.D. #3, Box 142, DuBois, Clearfield County, Pennsylvania.
3. On or about June 1, 1997, Plaintiff and Defendant entered into an Agreement of Sale for the purchase of premises hereinafter described, a true and correct copy of said Agreement of Sale is attached hereto, made a part hereof and marked Exhibit "A".
4. The premises in question contains 3 parcels of land situated in Sandy Township, Clearfield County, Pennsylvania, and are more fully described on Exhibit "B" attached hereto and made a part hereof.
5. On or about June 25, 1997, Plaintiff and Defendant entered into and executed a Purchase Money Mortgage on the premises in

question set forth above, with the mortgage being recorded on November 26, 1997, in the Recorder of Deeds Office of Clearfield County, Pennsylvania, in Deed Book Vol. 1890, p. 404. A true and correct copy of the Purchase Money Mortgage is attached hereto, made a part hereof and marked Exhibit "C".

6. The parties also entered into a Mortgage Note, dated September 8, 1997, which is attached hereto, made a part hereof and marked Exhibit "D".

7. Said mortgage has not been assigned.

8. Said mortgage is in default because the monthly payments due are overdue and in default for a period in excess of thirty (30) days, as well as the fact the first lump sum payment is delinquent for a period in excess of thirty (30) days.

9. By the terms of the mortgage, note and the agreement, the whole unpaid balance is immediately due and payable.

10. The unpaid balance of the indebtedness due Plaintiff under the terms of said mortgage, note and the agreement of sale are as follows:

Principal of First Lump Sum Pymt.	\$50,000.00
Unpaid monthly payments	\$ 5,150.00
Interest (6%) and charges	\$12,278.51
Attorneys fees (5%)	<u>\$ 3,371.43</u>
Total due	\$70,799.94

WHEREFORE, Plaintiff demands judgment in the amount of Seventy Thousand Seven Hundred Ninety-nine and 94/100 (\$70,799.94), plus interest thereon at a per diem rate of \$11.088 on the unpaid principal balance from October 31, 2002, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendant, RAYMOND J. SEKULA.

Respectfully submitted,

HANAK, GUIDO AND TALADAY, by:



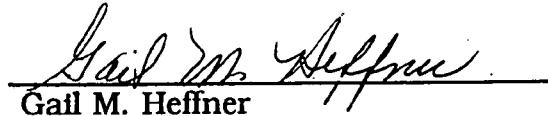
Jeffrey S. DuBois

Attorney for Plaintiff

VERIFICATION

I, GAIL M. HEFFNER, verify that the statements in the foregoing COMPLAINT are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.



Gail M. Heffner

AGREEMENT OF SALE

THIS AGREEMENT, made the first day of June, 1997, by and between
GAIL M. HEFFNER, widow, of Sandy Township, Clearfield County, Pennsylvania,
hereinafter referred to as "SELLER"

A N D

RAYMOND J. SEKULA, of Sandy Township, Clearfield County, Pennsylvania
hereinafter referred to as "PURCHASER."

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the covenants, conditions and provisions contained herein, intending to be legally bound hereby, the parties hereto agree as follows:

1. Seller, for the consideration hereinafter mentioned, hereby agrees to sell and convey to Purchaser, who hereby agrees to purchase, All, those three certain parcels of land situate in Sandy Township, Clearfield County, Pennsylvania, particularly bounded and described on Exhibit "A" attached hereto.

Together with all and singular the easements and appurtenances whatsoever thereunto appertaining.

2. In consideration of the covenants and agreements herein contained, Seller covenants and agrees to sell and convey unto Purchaser, his heirs, successors and assigns, the premises hereinbefore described for the sum of **One Hundred Sixty Thousand (\$160,000.00) Dollars** to be paid as follows:

- (a) **Three thousand (\$3,000.00) Dollars**, as a down payment, payable at closing.
- (b) **Sixty (60) payments of Nine Hundred Fifty (\$950.00) Dollars** each, commencing June 1, 1997, and concluding May 1, 2002.
- (c) **Fifty thousand (\$50,000.00) Dollars**, on or before June 1, 2002.
- (d) The final payment for the balance of the purchase price **Fifty Thousand (\$50,000.00) Dollars** shall be due and payable January 1, 2003.
- (e) The aforesaid payments shall be evidenced by a Note and Mortgage securing the subject real property.

3. In addition to aforesaid real property, Seller agrees to convey to Purchaser, all of Seller's furniture contained within the aforesaid real property for a price of **Two thousand (\$2,000.00) Dollars**.

4. The premises are to be conveyed free and clear of all liens, encumbrances

and easements and other objections to the title, excepting any easements or restrictions of record and duly recorded covenants running with the land, if any. However, if there are any easements, restrictions or covenants so recorded which, in the opinion of Purchaser would cause him to be unable to make the intended use of said premises, Purchaser shall have the option of receiving in full the down payment provided for herein and to declare this Agreement null and void. In the event said premises are not clear of all said encumbrances, Purchaser shall have the option of taking such title as Seller can give with deductions from the total purchase price in the amounts necessary to satisfy and release all encumbrances, easements, and other objections to the title, including unpaid real estate taxes or alternatively, Purchaser shall be entitled to a return of the down payment and to declare this Agreement null and void, at Purchaser's option.

5. All real estate transfer taxes shall be shared equally by Seller and the Purchasers at the time of closing and all city, county, and school real estate taxes shall be prorated on a fiscal year basis at the time of closing and delivery of deed. A settlement fee of \$150.00 shall be shared equally between the Seller and Purchaser.

6. The title to said real estate is to be good and marketable and such as will be insured by any reputable title company at regular rates or certified by Attorney for Purchaser.

7. Seller agrees to prepare at her expense for and to execute and deliver to Purchaser at closing a good and sufficient deed containing the usual covenants of Special Warranty.

8. The risk of loss of damage to said property shall remain with Seller until the delivery of possession to Purchaser.

9. Closing shall take place on or before June 30, 1997 unless otherwise extended by the parties hereto.

10. Purchaser agrees that subsequent to the closing of the within transaction, Seller shall be permitted to lease an apartment which Seller presently occupies within the aforesaid real property for a period of sixty (60) months, commencing upon the closing of the sale of the subject property, and for a monthly rental of Three Hundred Fifty (\$350.00) Dollars per month, said sum to be credited toward that amount due and owing by Purchaser to Seller arising out of the mortgage obligation hereinbefore set forth in paragraph two of this agreement. At the conclusion of the sixty (60) month rental term, Seller shall have the option of entering into a new Lease Agreement with Purchaser for the rental of the subject apartment with the term and the rental amount to be negotiated by the parties at that time.

11. Purchaser agrees to construct a one stall garage to be used by Seller during the term of her tenancy in the subject premises for no additional rental charge, said garage

to be constructed within one (1) year of the closing of the sale of the subject premises.

12. All rental payments arising from the rental of the remaining apartments contained within the subject premises shall be pro-rated to the date of closing and all security deposits held by Seller shall be transferred to Purchaser at the time of closing with Purchaser

to hold Seller harmless from any further obligation upon said security deposits. Further, the parties shall enter into an agreement for the assignment of any leases for the apartments contained within the subject premises, said agreement to be executed by the parties prior to the closing of this transaction.

13. Purchaser acknowledges that he has received the Seller's Property Disclosure Statement. Purchaser is relying on Seller's representations made therein as to the condition of the real estate.

14. Seller makes the following representations in accordance with the Residential Lead-Based Paint Hazard Reduction Act:

(a) Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint hazards in or about the property.

(b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or about the property.

(c) Purchaser has read the pamphlet "Protect Your Family From Lead in Your Home" and has read the following lead warning statements:

Every Purchaser of any interest in residential real property on which a dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant woman. The Seller of any interest in residential real property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser any known lead-based paint hazard. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

15. Purchaser hereby understands and acknowledges that before Purchaser is obligated to buy a residential dwelling built before 1978, Purchaser has a thirty (30) day period (unless Purchaser and Seller agree in writing to a different period of time) to conduct a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards or other associated hazards i.e. asbestos, underground storage tanks, etc.

16. In the event Purchaser determines at any time prior to Settlement that the Property contains hazardous waste or other materials (collectively "Hazardous Materials") which could have a detrimental effect on the physical environment of the Property and

notifies Seller of such condition within thirty (30) days after such determination, Seller shall have the option at her sole cost and expense to either cause to be removed or cleaned (to the satisfaction of all appropriate governmental authorities and the reasonable satisfaction of Purchaser) all such Hazardous Materials or other material (whether required by statute or otherwise), or to decline to do so in her sole discretion, in which event Purchaser shall have

the option, along with the Purchaser's other rights contained elsewhere in this Agreement, to terminate this Agreement. Seller has not had any test whatsoever made with respect to the possible existence of such Hazardous Materials, but has no knowledge of the existence of any such Hazardous Materials. Seller recognizes and agrees that Purchaser may conduct any and all tests (including but not limited to Phase I and II studies, if necessary) to discern the environmental status of the Property.

17. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

18. This Agreement shall survive closing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

(SEAL)
GAIL M. HEFFNER, SELLER

(SEAL)
RAYMOND J. SEKULA, PURCHASER

EXHIBIT "B"

ALL those certain pieces or parcels of land, situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

THE FIRST THEREOF: BEING known as Sydney Fuller's Plot of Lots in Sandy Township, called Sydney Fuller's Addition to DuBois Borough as Lot No. 771, and bounded on the North by a twelve (12) foot Alley; on the South by Van Tassel Avenue; on the East by Lot No. 772 of the same Plot of Lots; on the West by a sixteen (16) foot Alley; and being fifty (50) feet wide on the North Side of Van Tassel Avenue by one hundred and fifty (150) feet deep to said twelve (12) foot Alley and fifty (50) feet wide on said Alley. HAVING thereon erected a two-car frame garage.

THE SECOND THEREOF: KNOWN as Lot No. 772 on the Plot of Sydney Fuller's Addition to DuBois; said lot or piece of land being fifty (50) feet wide on Van Tassel Avenue by one hundred fifty (150) feet deep to a twelve (12) foot alley and being fifty (50) feet wide on said Alley. Being one town lot fifty (50) feet by one hundred (150) feet in size being bounded and described as follows, to wit: On the North by a twelve (12) foot Alley; on the South by Van Tassel Avenue; on the East by Lot No. 773; and on the West by Lot No. 771. Having thereon erected a two story frame duplex dwelling house. Said Van Tassel Avenue being known generally as Maple Avenue.

Said premises are conveyed subject to a Right of Way Agreement between George E. Gifford and Ann Gifford, his wife, and United Natural Gas Company dated December 2, 1955, and recorded at Clearfield in Miscellaneous Book 100, page 255. Said premises are also conveyed subject to the same restrictions appearing in the conveyances to the predecessors in title of the former Grantors.

THE THIRD THEREOF: BEING known in Sydney Fuller's plot of lots in Sandy Township called Sydney Fuller's Addition to DuBois Borough as the Western one-half of Lot No. 773, and bounded on the North by a twelve (12) foot alley; on the South by Maple Avenue formerly Van Tassel Avenue; on the West by Lot No. 772 in said addition; and on the East by the remaining Eastern one-half of said Lot No. 773. BEING 25 feet wide on the North side of Maple Avenue by 150 feet deep to said twelve (12) foot alley and 25 feet wide on said Alley.

Said premises are conveyed subject to a Right of Way Agreement between George E. Gifford and Ann Gifford, his wife, and United Natural Gas Company dated December 2, 1955, and recorded at Clearfield in Miscellaneous Book 100, page 255. Said premises are also conveyed subject to the same restrictions appearing in the conveyances to the predecessors in title of the former Grantors.

BEING the same premises, the title to which became vested in Raymond J. Sekula, by deed dated June 25, 1997, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Vol. 1890, p. 399.

VOL 1880 PAGE 401

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 1:40 pm 11-26-97
BY T. DeMasi
FEES \$1.50
Karen L Sicard, Recorder

THIS PURCHASE MONEY MORTGAGE,

MADE this 25th day of June, in the year of our Lord one thousand nine hundred ninety seven (1997),

BETWEEN

RAYMOND J. SEKULA, an individual, with his principal place of residence at R D # 3, Box 142, Du Bois, Clearfield County, Pennsylvania 15801, hereinafter referred to as the Mortgagor,

AND

GAIL M. HEPFER, widow, of R D # 3, Du Bois, Clearfield County, Pennsylvania, hereinafter referred to as the Mortgagee.

WHEREAS, the Mortgagor, in and by its certain obligation, or writing obligatory, duly executed and bearing even date herewith, stands bound unto the Mortgagee in the sum of One hundred fifty-seven thousand (\$157,000.00) Dollars.

NOW THIS INDENTURE WITNESSETH, that the Mortgagor, as well for and in consideration of the aforesaid debt or sum of One hundred fifty-seven thousand (\$157,000.00) Dollars, and for the better securing the payment thereof unto the Mortgagee, her successors and assigns, in discharge of the said obligation above recited, as for and in consideration of the further sum of one dollar in specie, well and truly paid to the Mortgagor, by the Mortgagee, at and before the ensealing and delivery hereof, the receipt of which one dollar is hereby acknowledged, has granted, bargained, sold, released and confirmed, and by these presents does grant, bargain,

EXHIBIT "C"

VOL 1300 PAGE 105

sell, release and confirm unto the Mortgagee, her successors and assigns,

ALL THOSE THREE CERTAIN PIECES OR PARCELS OF LAND, SITUATE, LYING AND BEING IN SANDY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

THE FIRST THEREOF: BEING known in Sydney Fuller's Plot of Lots in Sandy Township, called Sydney Fuller's Addition to Du Bois Borough as Lot No. 771, and bounded on the North by a twelve (12) foot Alley; on the South by Van Tassel Avenue; on the East by Lot No. 772 of the same Plot of Lots; on the West by a sixteen (16) foot Alley; and being fifty (50) feet wide on the North side of Van Tassel Avenue by one hundred and fifty (150) feet deep to said twelve (12) foot Alley and fifty (50) feet wide on said Alley. HAVING thereon erected a two-car frame garage.

THE SECOND THEREOF: KNOWN as Lot No. 772 on the Plot of Sydney Fuller's Addition to Du Bois; said lot or piece of land being fifty (50) feet wide on Van Tassel Avenue by one hundred fifty (150) feet deep to a twelve (12) foot alley and being fifty (50) feet wide on said Alley. Being one town lot fifty (50) feet by one hundred (150) feet in size being bounded and described as follows to wit: On the North by a twelve (12) foot Alley; on the South by Van Tassel Avenue; on the East by Lot No. 773; and on the West by Lot No. 771. Having thereon erected a two story frame duplex dwelling house. Said Van Tassel Avenue being know generally known as Maple Avenue.

Said premises are conveyed subject to a Right of Way Agreement between George E. Gifford and Ann Gifford his wife, and United Natural Gas Company dated December 2, 1955, and recorded at Clearfield in Miscellaneous Book 100 page 255. Said premises are also conveyed subject to the same restrictions appearing in the conveyances to the predecessors in title of the former Grantors.

THE THIRD THEREOF: BEING known in Sydney Fuller's plot of lots in Sandy Township called Sydney Fuller's Addition to Du Bois Borough as the Western one-half of Lot No. 773, and bounded on the North by a twelve (12) foot alley; on the South by Maple Avenue formerly Van Tassel Avenue; on the West by Lot No. 772 in said addition; and on the East by the remaining Eastern one-half of said Lot No. 773. BEING 25 feet wide on the North side of Maple Avenue by 150 feet deep to said twelve (12) foot alley and 25 feet wide on said Alley.

vol 1390, pg 406

Said premises are conveyed subject to a Right of Way Agreement between George S. Gifford and Ann Gifford his wife, and United Natural Gas Company dated December 2, 1955, and recorded at Clearfield in Miscellaneous Book 100 page 255. Said premises are also conveyed subject to the same restrictions appearing in the conveyances to the predecessors in title of the former Grantors.

BEING the same premises which became vested in the Mortgagor herein by deed of Gail M. Heffner, dated June 25, 1997 and not yet recorded but intended to be prior to the recording of this mortgage.

TOGETHER with all and singular the building, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. TO HAVE AND TO HOLD the said hereditaments and premises above granted, or intended so to be, with the appurtenances, unto the Mortgagee, her successors and assigns forever.

AND it is further understood and agreed, that the Mortgagor, his successors and assigns, will pay all taxes, municipal assessments and charges from time to time assessed against or upon said mortgaged premises forthwith when the same become due and payable, and will keep the buildings erected upon the said premises insured by some good and reliable fire insurance company or companies licensed to transact business in the Commonwealth of Pennsylvania, in the amount of at least One hundred fifty-seven thousand (\$157,000.00) Dollars, and shall take no insurance upon

VOL 1890 MM:407

said buildings not marked for the benefit of the Mortgagee, and the policy or policies, with a proper Mortgagee or loss payable clause attached, shall be delivered to and held by the Mortgagee, her successors or assigns, as collateral security for the payment of moneys secured hereby, and in case Mortgagor, his successors or assigns, shall neglect to procure such insurance, or shall neglect to pay said taxes, municipal assessments and charges forthwith when the same become due and payable, the Mortgagee her successors or assigns, may take out such policy or policies in their own names, and may pay such taxes, municipal assessments and charges, and the premium or premiums paid therefor, and the sum or sums paid for such taxes, municipal assessments and charges as aforesaid, shall bear interest from the time of payment, and be added to and collected as part of the said principal sum and in the same manner.

And it is further agreed and understood that in case default be made at any time in the payment of the principal debt or any installment of principal debt or interest, or any part thereof, or of any taxes, municipal assessments, charges or premiums of insurance aforesaid, for thirty (30) days after the same falls due as aforesaid, the whole of the said debt and interest and additions thereto as aforesaid shall, at the option of the Mortgagee, her successors or assigns, become due and payable forthwith; and thereupon an action of Mortgagor's foreclosure as now provided by

vol 1900 pg 403

Pennsylvania Procedural Rules 1141 to 1148, inclusive, or other appropriate proceedings, now or hereafter prescribed by law, may forthwith be commenced and prosecuted to judgment, execution and sale, for the collection of the whole amount of the said debt and interest remaining unpaid, together with all premiums of insurance, and all taxes, municipal assessments and charges, and all fees, costs and expenses of such proceedings, including attorney's commission of five per cent, of the unpaid principal and interest. And all errors in said proceedings, together with all stay of or exemption from execution, or extension of time of payment which may be given by any Act or Acts of Assembly now in force, or which may be enacted hereafter, are hereby forever waived and released.

PROVIDED ALWAYS, NEVERTHELESS, that if the Mortgagor, his successors or assigns, does pay, or cause to be paid unto the said Mortgagee, her successors or assigns, the aforesaid debt or sum of One hundred fifty-seven thousand (\$157,000.00) Dollars, on the day and time hereinbefore mentioned and appointed for the payment thereof, together with lawful interest for the same and the premiums of insurance aforesaid, taxes, municipal assessments and charges, in like money, in the way and manner hereinbefore specified therefor, without any fraud or further delay, and without any deduction, defalcation or abatement to be made, for or in respect of any taxes, charges or assessments whatsoever, that then,

vol 1830 pg 403

and from thenceforth, as well this present Indenture, and the estate hereby granted, as the said obligation above recited, shall cease, determine and become absolutely null and void to all intents and purposes, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

All communications and notices under this document shall be deemed to be received on the date sent and shall be sent to the following addresses:

TO MORTGAGEE: R D # 3, Du Bois, PA 15801

TO MORTGAGOR: R D # 3, Box 142, Du Bois, PA 15801
until a party notifies the other in writing of a different address.

IN WITNESS WHEREOF, the said Mortgagor set his hand and seal the day and year first written above.

Barbara E. Diettry

Raymond J. Sekula (SEAL)

Raymond J. Sekula

VOL 1800 PAGE 410

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS.

On this, the 30th day of September, 1997, before me, a Notary Public, the undersigned officer, personally appeared RAYMOND J. SKIOLA, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Marlene E. Duttry
Notary Public

My Commission Expires:
October 2000
Informed & Under Seal

CERTIFICATE OF RESIDENCE OF MORTGAGEE

I do hereby certify that the precise residence and complete post office address of the within named Mortgagee is

R D # 3, Du Bois, Pennsylvania 15801

Charles E. May, Esq.
Attorney for Mortgagor

VOL 1890 PAGE 411

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : 55.

Recorded in the Office of the Recorder of Deeds in and for
said County on the _____ day of _____, 1996, in Mortgage
Book Volume ___. page ____.

Witness my hand and seal of said office the day and year
aforesaid.

Recorder

This document has been
recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Stark
Karen L. Stark
Recorder of Deeds

-8-

Entered of Record 11-26 1997, 1:40 pm, Karen L Stark, Recorder

MORTGAGE NOTE

\$157,000.00

DATED: September 8, 1997

Du Bois, Pennsylvania

FOR value received and intending to be legally bound, RAYMOND J. SEKULA, an Individual ("Maker"), with his principal place of residence being at R D # 3, Box 142, Du Bois, Pennsylvania 15801, promise to pay to the order of GAIL M. HEFFNER (hereinafter called "Payee"), at R D # 3, Du Bois, Pennsylvania 15801, or such other place as Payee may designate in writing, the principal sum of One hundred fifty-seven thousand Dollars (\$157,000.00) lawful money of the United States of America, together without interest on the outstanding principal balance thereof.

This Note shall be payable in the following manner:

(a) Sixty (60) equal monthly payments of Nine hundred fifty (\$950.00) each, commencing June 1, 1997 and on the first day of each and every month thereafter until May 1, 2002.

(b) The balance of One hundred thousand (\$100,000.00) Dollars, shall be payable as follows: Fifty thousand (\$50,000.00) Dollars on or before June 1, 2002, with the remaining Fifty thousand (\$50,000.00) Dollars, to be payable on January 1, 2003.

Maker shall have the option to prepay the loan any time without penalty upon sixty (60) days written notice to Payee.

This Note is secured by and entitled to all the benefits of (i) a Mortgage (the "Mortgage") of even date herewith from Maker

for the benefit of Payee, secured upon certain land located in the Sandy Township, Clearfield County, Pennsylvania, as more fully described in said Mortgage, and which Mortgage is intended to be recorded forthwith in the Office for the Recording of Deeds in and for said County.

In the event any payment of interest and/or principal is made after the due date thereof, Maker shall pay to Payee a "late charge" of .05 cents for each dollar so overdue. Moreover, if any default be made in the payment of any amount of principal or interest on the date on which it shall fall due and such default shall continue for thirty (30) days, then in such event the entire unpaid balance of said principal sum together with interest accrued thereon shall at the option of Payee and without notice to Maker become immediately due and payable; and in such case Payee may also recover all costs of suit and other expenses in connection therewith, including a reasonable attorney's fee for collection.

Payee shall not by any act of omission or commission be deemed to have waived any of its rights or remedies hereunder unless such waiver be in writing and signed by Payee, and then only to the extent specifically set forth therein; a waiver on one event shall not be construed as a waiver of such right or remedy on a subsequent event.

If any provision hereof is found by a court of competent jurisdiction to be prohibited or unenforceable, it shall be

ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable, nor invalidate the other provisions hereof, all of which shall be construed in favor of Payee in order to effect the provisions of the Note.

The words "Payee" and "Maker" whenever occurring herein shall be deemed and construed to include the respective successors and assigns of Payee and Maker. This instrument shall be construed according to and governed by the laws of the Commonwealth of Pennsylvania.

This obligation shall bind the undersigned and the undersigned's successors, executors, administrators and assigns, and the benefits hereof shall inure to the Payee hereof, her heirs and assigns. If this Note is executed by more than one person, the undertakings and liability of each shall be joint and several.

All communications and notices under this document shall be deemed to be received on the date sent and shall be sent to the following addresses:

TO PAYEE: R D # 3, Du Bois, PA 15801

TO MAKER: R D # 3, Box 142, Du Bois, PA 15801

until a party notifies the other in writing of a different address.

IN WITNESS WHEREOF, Maker has duly executed this Note the day
and year first above mentioned.

Raymond J. Sekula

Raymond J. Sekula

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

GAIL M. HEFFNER, : NO. 02-1808-C.D.
: :
Plaintiff, : TYPE OF CASE:
: MORTGAGE FORECLOSURE ACTION
: :
vs. : TYPE OF PLEADING: ANSWER
: TO PLAINTIFF'S COMPLAINT
: IN MORTGAGE FORECLOSURE
: :
RAYMOND J. SEKULA, : Defendant.
: FILED ON BEHALF OF:
: RAYMOND J. SEKULA, Defendant
: :
: COUNSEL OF RECORD FOR THIS
: PARTY:
: BENJAMIN S. BLAKLEY, III, ESQUIRE
: :
: SUPREME COURT NO.: 26331
: :
: BLAKLEY & JONES
: 90 BEAVER DRIVE, BOX 6
: DU BOIS, PA 15801
: (814) 371-2730

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

EXHIBIT "B"

MAR 13 2003

Attest.

William L. Bower
Prothonotary/
Clerk of Courts

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

GAIL M. HEFFNER, :
: Plaintiff, :
: vs. : NO. 02-1808-C.D.
: :
RAYMOND J. SEKULA, :
: Defendant. :
:

ANSWER TO PLAINTIFF'S COMPLAINT
IN MORTGAGE FORECLOSURE

AND NOW, comes the Defendant, **RAYMOND J. SEKULA**, by and through his attorneys, **BLAKLEY & JONES**, and files this Answer to Plaintiff's Complaint in Mortgage Foreclosure and avers the following:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.
8. Admitted.
9. Admitted.

10. It is admitted that the principle of the first lump sum payment due is Fifty Thousand (\$50,000.00) Dollars, and the unpaid monthly payments total Five Thousand One Hundred Fifty (\$5,150.00) Dollars. It is denied, however, that any interest was due under the terms of the Mortgage Note executed by the parties in the above matter, and it is further denied that attorney's fees are due at the rate of five (5%) percent, and on the contrary, it is averred that no interest was to accumulate on any amounts due to the Plaintiff in the above matter. It is further averred that attorney's fees in the event of default were to be reasonable attorney's fees and not on a percentage basis. By way of further answer, Defendant demands strict proof thereof at trial of any attorney's fees claimed by the Plaintiff.

WHEREFORE, Defendant requests that Plaintiff's Complaint in Mortgage Foreclosure be dismissed.

Respectfully submitted,

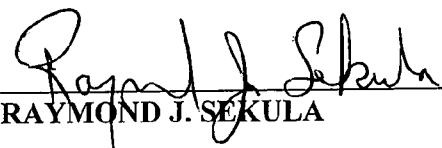
BLAKLEY & JONES

Benjamin S. Blakley, III, Esquire
Attorney for Defendant

VERIFICATION

I verify that the statements made in this Answer to Plaintiff's Complaint in Mortgage Foreclosure are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

DATE: March 12, 2003


RAYMOND J. SEKULA

FILED

MAY 08 2003

05/08/03 2-2

WILLIAM A. SHAW
Prothonotary

Two (2) to ast

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

GAIL M. HEFFNER

:

-vs-

:

No. 02-1808-CD

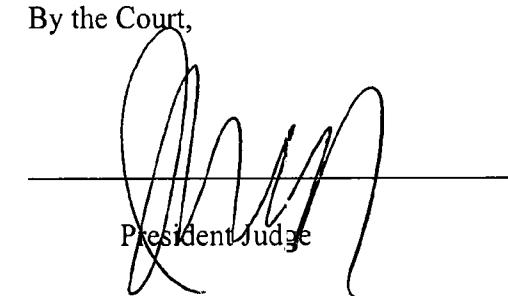
RAYMOND J. SEKULA

:

ORDER

NOW, this 5th day of September, 2003, upon consideration of Motion for Judgment on the Pleadings filed on behalf of Plaintiff above-named, it is the ORDER of this Court that said Motion be and is hereby granted on all issues except those of counsel fees and interest claimed by Plaintiff. Each party shall have 20 days from this date to supplement their brief on these issues and each party shall have 10 days thereafter to respond to briefs filed by opposing counsel.

By the Court,



President Judge

FILED

SEP 08 2003

William A. Shaw
Prothonotary/Clerk of Courts

FILED
09/3:46 PM '03
SEP 08 2003
cc:athy Dubois
cc:athy Blankley
William A. Shaw
Prothonotary/Clerk of Courts
KBL

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

GAIL M. HEFFNER

-vs-

No. 02 - 1808 - CD

RAYMOND J. SEKULA

OPINION AND ORDER

On June 1, 1997, the parties above-named entered into an Agreement of Sale under the terms of which the Defendant would purchase from Plaintiff three parcels of land situated in Sandy Township, Clearfield County, Pennsylvania, for the total purchase price of \$160,000. Pursuant to the terms of that agreement, the parties entered into a Purchase Money Mortgage on June 25, 1997, and a Mortgage Note in support thereof dated September 8, 1997. Plaintiff filed a Complaint in Mortgage Foreclosure on November 19, 2002, alleging that the payment schedule in the above Mortgage and Note had not been met and seeking to recover the balance due under the Mortgage together with costs and attorneys fees. Thereafter, Plaintiff filed a Motion for Judgment on the Pleadings which the Court, by Order dated September 5, 2003, granted on all issues except those of counsel fees and interest claimed by the Plaintiff and directed each party to file a supporting brief on those issues. The matter is now before the Court for decision as to whether Plaintiff is able to recover counsel fees and interest and if so, in what amount.

With regards to the issue of interest, the Court notes the supporting mortgage document set forth above requires the payment of the principle of \$157,000 as set forth in the payment schedule contained therein "without interest on the outstanding principle balances thereof." This Court interprets this to mean that as long as all required payments are paid in accordance with the schedule in the note, no interest would be charged thereon. However, the

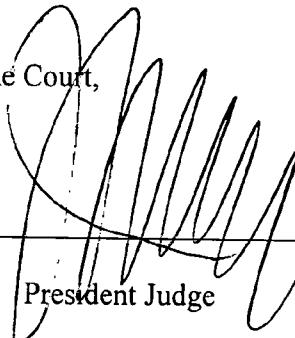
note goes on to state that "in the event any payment of interest/or principle is made after the due date thereof, maker shall pay to payee late charges of 5¢ for each dollar over due." The Court interprets this to mean in essence that interest at the rate of 5% will accrue on all payments made subsequent to the due date and therefore holds that Plaintiff is entitled to recover interest at the rate of 5% on all such late payments.

With regards to the issue of counsel fees, the Court notes that in the Purchase Money Mortgage in the case of a default, Plaintiff is entitled to recover attorneys fees of 5% of the unpaid principle and interest. However, in the Mortgage Note she is entitled to recover "reasonable" attorneys fees. This Court is of the opinion that the Mortgage Note controls in this matter and therefore will permit Plaintiff to recover attorneys fees in a reasonable amount to be determined by a hearing on that issue.

WHEREFORE, the Court enters the following:

O R D E R

NOW, this 2nd day of October, 2003, following argument and briefs into Plaintiff's Motion for Judgment on the Pleadings with regards to counsel fees and interest, it is the ORDER of this Court that said Motion be and is hereby granted and Summary Judgment entered in favor of the Plaintiff and against the Defendant in accordance with the foregoing Opinion.

By the Court,

President Judge

FILED

OCT 02 2003

William A. Shaw
Prothonotary

FILED
1cc *City of Dubuque*
1cc *City Clerk*
0 3:34 PM
02 OCT 02 2003
#2

William A. Shaw
Prothonotary

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

GAIL M. HEFFNER,) NO. 02-1808-C.D.
Plaintiff,) Type of Case: MOTION FOR HEARING
v.) Type of Pleading:
RAYMOND J. SEKULA,) Filed On Behalf Of: DEFENDANT
Defendant.) Counsel of Record for This Party:
) BENJAMIN S. BLAKLEY, III
) Supreme Court No. 26331
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois PA 15801
) (814) 371-2730

FILED

MAY 24 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

GAIL M. HEFFNER,) NO. 02-1808-C.D.
)
 Plaintiff,)
)
 v.)
)
 RAYMOND J. SEKULA,)
)
 Defendant.)

ORDER OF COURT

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIM SET FORTH IN THE FOLLOWING PAGES BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOST RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830
(814) 765-2641, ext. 1300 or 1301

BY THE COURT

Date: _____

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

GAIL M. HEFFNER,)	NO. 02-1808-C.D.
)	
Plaintiff,)	
)	
v.)	
)	
RAYMOND J. SEKULA,)	
)	
Defendant.)	

MOTION FOR HEARING

AND NOW comes Defendant, **RAYMOND J. SEKULA**, by and through his undersigned attorneys, **BLAKLEY & JONES**, and moves this Honorable Court for the scheduling of a hearing to establish reasonable attorney's fees in the above-captioned matter, and in support thereof, the following is averred:

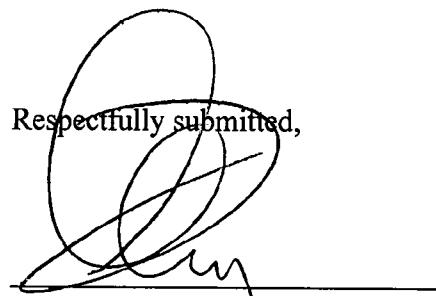
1. The Defendant/Movant is **RAYMOND J. SEKULA**, an adult individual, residing at 812 West Long Avenue, DuBois, Clearfield County, Pennsylvania.
2. The Plaintiff/Respondent is **GAIL M. HEFFNER**, an adult individual, residing at 77220 McCallum Boulevard, Apartment 1050, Dallas, Texas, 75252.
3. Plaintiff commenced this action against Defendant on November 19, 2002, by the filing of a Complaint in Mortgage Foreclosure to the above-captioned term and number seeking monies allegedly owed to her pursuant to an Agreement of Sale for the purchase of real property and an accompanying Purchase Money Mortgage and Note connected with the same.

4. Subsequent to the filing of the Complaint in Mortgage Foreclosure, Plaintiff filed a Motion for Judgment on the Pleadings, which the Court, by Order dated September 5, 2003, granted on all issues except those of counsel fees and interest claimed by the Plaintiff.

5. By Opinion and Order dated October 2, 2003, this Honorable Court granted Plaintiff's Motion for Summary Judgment; however, this Honorable Court set late fees in the amount of five percent (5%) of all late payments and further permitted the Plaintiff to recover attorney's fees in a reasonable amount to be determined by hearing on that issue. A copy of said Opinion and Order is attached hereto and made a part hereof.

6. The parties have been unable to agree on reasonable attorney's fees; therefore, Movant believes and therefore avers that a hearing will be necessary in order to establish the reasonableness of attorney's fees claimed by Plaintiff's attorney, **JEFFREY S. DUBoIS, ESQUIRE.**

WHEREFORE, Movant respectfully requests that this Honorable Court grant his Motion and schedule a hearing on the issue of reasonable attorney's fees in the above-captioned matter.

Respectfully submitted,


Benjamin S. Blakley, III
Attorney for Defendant/Movant

VERIFICATION

I, **BENJAMIN S. BLAKLEY, III**, hereby state that I am counsel for the Plaintiff in this action and verify that the statements made in the foregoing Motion for Hearing are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: 5/21/04



BENJAMIN S. BLAKLEY, III

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

GAIL M. HEFFNER,

Plaintiff,

v.

RAYMOND J. SEKULA,

Defendant.

MOTION FOR HEARING

No. 02-1808-C.D.

FILED *cc*
MAY 24 2004 *Atty Blakley*
W.A. Shaw
William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES
BLAKLEY & JONES
90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

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

GAIL M. HEFFNER,) NO. 02-1808-C.D.
)
 Plaintiff,) Type of Case: CERTIFICATE OF SERVICE
)
 v.) Type of Pleading:
)
 RAYMOND J. SEKULA,) Filed On Behalf Of: DEFENDANT
)
 Defendant.) Counsel of Record for This Party:
) BENJAMIN S. BLAKLEY, III
)
) Supreme Court No. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois PA 15801
) (814) 371-2730

FILED

MAY 24 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

GAIL M. HEFFNER,) NO. 02-1808-C.D.
)
 Plaintiff,)
)
 v.)
)
 RAYMOND J. SEKULA,)
)
 Defendant.)

CERTIFICATE OF SERVICE

I, **BENJAMIN S. BLAKLEY, III**, hereby certify that I have served a *PSA*
certified copy of Defendant's Motion for Hearing upon Plaintiff's counsel this *PSA* day of
PSA
~~_____~~, 2004, by depositing the same with the United States Postal Service via First-
Class Mail, postage pre-paid, addressed as follows:

Jeffrey S. DuBois, Esquire
190 West Park Avenue
Suite 5
Du Bois, PA 15801

BLAKLEY & JONES

Benjamin S. Blakley, III
Attorney for Defendant

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

GAIL M. HEFFNER,

Plaintiff,

v.

RAYMOND J. SERULIA,

Defendant.

CERTIFICATE OF SERVICE

No. 02-1808

FILED

14261
MAY 24 2004

William A. Shaw
Prothonotary/Clerk of Courts

100
A.J. Blakley
102

LAW OFFICES
BLAKLEY & JONES
90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

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

GAIL M. HEFFNER,) NO. 02-1808-C.D.
)
 Plaintiff,) Type of Case: ORDER
)
 v.) Type of Pleading:
)
 RAYMOND J. SEKULA,) Filed On Behalf Of: DEFENDANT
)
 Defendant.) Counsel of Record for This Party:
) BENJAMIN S. BLAKLEY, III
)
) Supreme Court No. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois PA 15801
) (814) 371-2730

FILED

MAY 27 2004
William A. Shaw
Prothonotary/Clerk of Courts
3 Cents to Mail

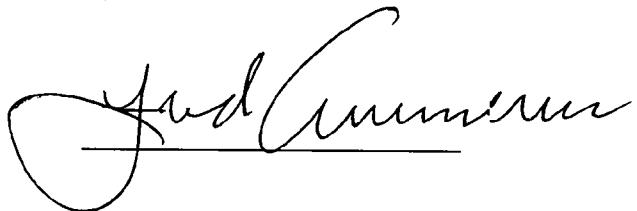
IN THE COURT OF COMMON FLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

GAIL M. HEFFNER,) NO. 02-1808-C.D.
)
 Plaintiff,)
)
 v.)
)
 RAYMOND J. SEKULA,)
)
 Defendant.)

ORDER

AND NOW, this 27 day of May, 2004, Defendant,
RAYMOND J. SEKULA, having moved for a hearing on the issue of attorney's fees, it is the
ORDER of this Court that a hearing is hereby scheduled for one-half (1/2) hour on the 21
day of June, 2004, at 9:00 o'clock A.m., in Courtroom No. 1 of the
Clearfield County Courthouse, Clearfield, Pennsylvania.

By the Court,



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

GAIL M. HEFFNER,
Plaintiff,

v.

RAYMOND J. SEKULA,
Defendant.

ORDER

No. 02-1808-C.D.

William A. Shaw
Prothonotary/Clerk of Courts

MAY 27 2004

FILED

LAW OFFICES
BLAKLEY & JONES
90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

CA

CA

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

GAIL M. HEFFNER

vs.

: No. 02-1808-CD

RAYMOND J. SEKULA

ORDER

AND NOW, this 24 day of June, 2004, it is the ORDER of the Court that argument on Attorney Blakley's Motion for Hearing regarding attorneys fees has been rescheduled from June 21, 2004 to Monday, July 12, 2004 at 9:00 A.M. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

FILED

JUN 07 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED
JUN 07 2004
cc & service
memo to Atty Stanley
William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUL 12 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

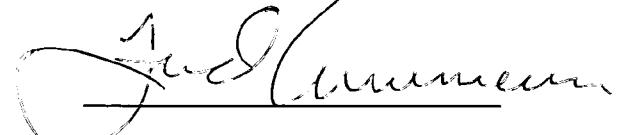
GAIL M. HEFFNER :
VS. : NO. 02-1808-CD
RAYMOND J. SEKULA :

O R D E R

NOW, this 12th day of July, 2004, this being the date set for hearing on the Defendant's Motion for Hearing on Attorney's Fees; with the Court noting that Defense counsel, Benjamin S. Blakley, Esquire, is present, along with the Defendant, and that the Plaintiff and her attorney have failed to appear; therefore, it is the ORDER of this Court that counsel for the Plaintiff submit to counsel for the Defendant an itemized breakdown of all reasonable legal fees incurred by the Plaintiff from the beginning of the action up to and including but no later than February 19, 2003. In the event both parties believe that the bills up to that date are reasonable and necessary, the Defendant shall be obligated to pay the said amount from monies held in escrow. In the event there is any further dispute, either party is at liberty to file said petition or motion as they deem to be appropriate scheduling

hearing before the Court. However, the Court will not hear any issues as to fees allegedly incurred after February 19, 2003.

BY THE COURT:

A handwritten signature in black ink, appearing to read "Jameson". The signature is fluid and cursive, with a large, stylized 'J' at the beginning.

President Judge

FILED 2004 Aug 12 2004

2004
JUL 12 2004
W.A. Shaw
Prothonotary/Clerk of Courts

CA

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

GAIL M. HEFFNER, : No. 02-1808 C.D.
Plaintiff :
Vs. : Type of Pleading:
RAYMOND J. SEKULA, : **MOTION FOR RECONSIDERATION**
Defendant :
: Filed on Behalf of:
: PLAINTIFF
: Counsel of Record for this Party:
: Jeffrey S. DuBois
: Supreme Court No. 62074
: 190 West Park Avenue, Suite #5
: DuBois, PA 15801
: (814) 375-5598

FILED *2cc*
7/12/04 Atty DeBois
JUL 19 2004
William A. S. J.W.
Prothonotary/Clerk of Courts

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

GAIL M. HEFFNER, : No. 02-1808 C.D.

Plaintiff :

:

Vs. :

:

RAYMOND J. SEKULA,

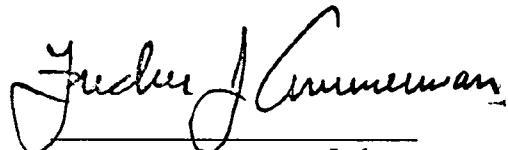
Defendant :

ORDER

AND NOW, this 20th day of July, 2004, upon consideration of Plaintiff's Motion for Reconsideration,

IT IS HEREBY ORDERED AND DECREED that a Hearing be scheduled for the 30 day of August, 2004, at 10:30 o'clock A.M., Courtroom No. 1 at the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:



Judge

FILED 

JUL 20 2004

William A. Shaw
Prothonotary, Clerk of Courts

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

GAIL M. HEFFNER, : No. 02-1808 C.D.

Plaintiff :

:

Vs. :

:

RAYMOND J. SEKULA, :

Defendant :

:

MOTION FOR RECONSIDERATION

AND NOW, comes the Plaintiff, Gail M. Heffner, by and through her Attorney, Jeffrey S. DuBois, Esquire, who files the following Motion for Reconsideration and in support thereof avers the following:

1. A Hearing was held in the above captioned matter on July 12, 2004, for the determination of counsel fees.
2. This Hearing was originally scheduled for June of 2004, but because of the fact that Attorney, Benjamin S. Blakley had a conflict, it was rescheduled to July 12, 2004.
3. It is assumed by the undersigned that thereafter a rescheduling Order was set by the Court setting the date of July 12, 2004.
4. In light of the fact that said Order would have had to been issued within the last month, the undersigned can unequivocally state to the Court that he never was aware of the rescheduled date, nor did he ever receive the same.
5. In addition, in the undersigned's office, the office assistant personally logs in all correspondence, whether by mail, e-mail, or fax that is received.

6. The rescheduling Order was never received by this office, and obviously was never logged in.

7. As a consequence, the undersigned was not aware of the Hearing date, and this is the reason he did not appear for said Hearing.

8. Therefore, the undersigned would request that the Court would reconsider its Order dated July 12, 2004, and schedule another Hearing in this matter.

9. Further, it is inappropriate to consider a settlement discussion when this matter had a full Hearing before the Court and the Honorable John K. Reilly, Jr.

10. It is well settled law that settlement negotiation are not evidence and will not be considered by the Court in its determination.

11. Further, there was not one settlement negotiation or offer, but numerous ones, made by both parties, during the entire process.

12. In fact, it was because of the fact Defendant would not settle that Plaintiff was forced to file this Complaint, because Defendant was not only in breach of payment of the principal terms of the mortgage and note, but he also failed to pay any interest or any attorney's fees.

13. Finally, as set forth both in Defendants Answer, as well as his Oral Argument before Judge Reilly in September, 2003, Defendant argued that there should be no interest nor attorney's fees.

14. Therefore, it is clearly inappropriate for Defendant to attempt to argue now an amount that was supposedly offered at one point in time during settlement negotiations.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to reconsider its earlier Order, and reschedule this matter for a Hearing before all parties.

Respectfully submitted,



Jeffrey S. DuBois, Esquire
Attorney for Plaintiff

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

GAIL M. HEFFNER,	:	No. 02-1808 C.D.
Plaintiff	:	
	:	
Vs.	:	
	:	
RAYMOND J. SEKULA,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I do hereby certify that on the 11 day of July, 2004, I served a true and correct copy of the within Motion for Reconsideration by first class mail, postage prepaid, on the following:

Benjamin S. Blakley, III, Esquire
90 Beaver Drive, Box 6
DuBois, PA 15801



Jeffrey S. DuBois

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

GAIL M. HEFFNER, : No. 02-1808 C.D.
Plaintiff :
Vs. : Type of Pleading:
RAYMOND J. SEKULA, : **CERTIFICATE OF SERVICE**
Defendant :
: Filed on Behalf of:
: PLAINTIFF
: Counsel of Record for this Party:
: Jeffrey S. DuBois
: Supreme Court No. 62074
: 190 West Park Avenue, Suite #5
: DuBois, PA 15801
: (814) 375-5598

RECD 62
M/3/14/04 2cc
JUL 28 2004 Atty DeBois

William A. Tracy
Clearfield County Clerk of Courts

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

GAIL M. HEFFNER,	:	No. 02-1808 C.D.
Plaintiff	:	
	:	
Vs.	:	
	:	
RAYMOND J. SEKULA,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I do hereby certify that on the 23 day of July, 2004, I served a true and correct copy of the within Order on a Motion for Reconsideration by first class mail, postage prepaid, on the following:

Benjamin S. Blakley, III, Esquire
90 Beaver Drive, Box 6
DuBois, PA 15801



Jeffrey S. DuBois

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

GAIL M. HEFFNER

vs.

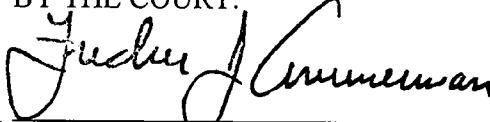
: No. 02-1808-CD

RAYMOND J. SEKULA

O R D E R

AND NOW, this 20th day of October, 2004, it is the Order of the Court that Plaintiff's Motion for Reconsideration in the above-captioned matter has been scheduled for Monday, December 20, 2004 at 2:00 P.M. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:



FREDRIC J. AMMERMAN
President Judge

FILED 1cc
01/11/01/01 Attns: Blakley,
OCT 20 2004 Dubois
(CJA envelopes)
Prothonotary, Court of Common Pleas

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

GAIL M. HEFFNER, : No. 02-1808 C.D.
Plaintiff :
Vs. : Type of Pleading:
RAYMOND J. SEKULA, : **PRAECIPE FOR WITHDRAWAL OF**
Defendant : **MOTION FOR RECONSIDERATION**
: Filed on Behalf of:
: PLAINTIFF
: Counsel of Record for this Party:
: Jeffrey S. DuBois
: Supreme Court No. 62074
: 190 West Park Avenue, Suite #5
: DuBois, PA 15801
: (814) 375-5598

FILED ^{2cc}
01/31/2004 Atty DuBois
DEC 20 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

GAIL M. HEFFNER, : No. 02-1808 C.D.

Plaintiff :

Vs. :

RAYMOND J. SEKULA, :

Defendant :

PRAECIPE FOR WITHDRAWAL
OF MOTION FOR RECONSIDERATION

TO THE PROTHONOTARY:

Please withdraw the Motion for Reconsideration on behalf of Gail Heffner in the
above captioned matter.



Jeffrey S. DuBois, Esquire
Attorney for Plaintiff

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

GAIL M. HEFFNER, : No. 02-1808 C.D.
Plaintiff :
: Vs. :
: :
RAYMOND J. SEKULA, :
Defendant :
:

CERTIFICATE OF SERVICE

I do hereby certify that on the 24th day of December, 2004, I served a true and correct copy of the within Praeclipe for Withdrawal of Motion for Reconsideration by fax and first class mail, postage prepaid, on the following:

Benjamin S. Blakley, III, Esquire
90 Beaver Drive, Box 6
DuBois, PA 15801



Jeffrey S. DuBois