

02-1877-CD  
CLEARFIELD BANK AND TRUST vs. THOMAS R. DUVAL, et al.

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

THOMAS R. DUVAL and SALLY

J. DUVAL, husband and wife,

Defendants

No. 02-1877-CD

Type of Pleading: COMPLAINT

Filed on Behalf of: Plaintiff

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

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

**NOTICE TO DEFEND**

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

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

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

FILED

DEC 02 2002

William A. Shaw  
Prothonotary

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

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

**COMPLAINT**

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

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

2. The Defendants are THOMAS R. DUVAL and SALLY J. DUVAL,  
husband and wife, with a property address of 329 Anderson street, Curwensville,  
Pennsylvania 16833 and 409 Center Street, Curwensville, Pennsylvania 16833 and a  
mailing address of RR1, Box 54, Grampian, Pennsylvania 16838.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated June 22, 2001, in the principal amount of **\$32,000.00** a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Instrument No. 200109791 on June 26, 2001.

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

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendant the sum of \$ 32,000.00 as set forth in Promissory Note dated June 22, 2001. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

6. The Defendant defaulted under the terms of the said loan by failing to make the monthly payment due June 22, 2002, and subsequent monthly installments due since.

7. The Plaintiff has given the Defendant written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated August 23, 2002, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

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

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

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

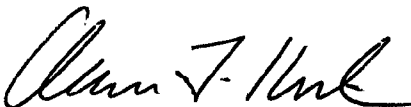
(a)	Principal Balance	\$31,018.53
(b)	Interest per diem of 7.53922 from 5/10/02 to 10/28/02	\$ 1,197.20
(c)	Late Charges	\$ 60.00
(d)	Satisfaction Fee	\$ 18.50
(e)	Attorney Collection Fee	<u>\$ 3,101.85</u>

**FINAL TOTAL** **\$35,396.08**

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$35,396.08** plus interest at **8.75%** and costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

Date: 11-06-02

  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

INSTRUMENT NUMBER  
200109791

RECORDED ON

JUN 26, 2001  
11:55:58 AM

RECORDING FEES - \$19.00

LIB. IMPROVEMENT \$1.00

REORDER \$1.00

APPROVEMENT FUND \$0.50

STATE WRIT TAX \$21.50

TOTAL \$42.00  
CUSTOMER  
ALL, SILBERBLATT & WOOD

Commonwealth of Pennsylvania

Space Above This Line For Recording Data

## OPEN-END MORTGAGE

This Mortgage secures future advances

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is ..June..22,..2001..... and the parties, their addresses and tax identification numbers, if required, are as follows:

**MORTGAGOR:**

Thomas R. Duval and  
Sally J. Duval  
RR 1 Box 54  
Grampian, PA 16838

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

**LENDER:**

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

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

SEE ATTACHED

The property is located in ..... Clearfield ..... at ..... 409 Center Street .....  
..... Clearfield ..... 329 Anderson .....  
..... (County) ..... 16833 .....  
..... Curwensville ..... 16833 .....  
..... (Address) ..... (City) ..... (ZIP Code) .....  
..... Curwensville, Pennsylvania .....  
..... Street .....  
..... (Address) ..... (City) ..... (ZIP Code) .....

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

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ .32,000.00..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

TD SD



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

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

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

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

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

7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

(page 2 of 6)

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

**FIRST THEREOF:**

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

**SECOND THEREOF:**

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

BEING the same premises which Kathryn Pannacci, also known as Kathryn L. Pannacci, Widow conveyed to Thomas R. Duval and Sally J. Duval, husband and wife by Deed dated the 11<sup>th</sup> day of August, 1995, and being recorded in the office of the Register and Recorder of Clearfield County, Pennsylvania to Deed Book Volume 1696, at Page 40.

ALL that certain lot of ground situate in the Borough of Curwensville, County of Clearfield and State of Pennsylvania bounded and described as follows:

BEGINNING at Anderson Street at a post corner of lot now or formerly of John Haupt; thence by line of said lot North twenty-six (26) degrees thirty (30) minutes West one hundred and eighty (180) feet to an alley; thence by said alley North sixty-three (63) degrees thirty (30) minutes East sixty (60) feet to a post at corner of lot herein conveyed and lot now or formerly of John Blake; thence by said lot South twenty-six (26) degrees thirty (30) minutes East one hundred and eighty (180) feet to a post at Anderson Street; thence by said street South sixty-three (63) degrees thirty (30) minutes West sixty (60) feet to a post and place of beginning. Being a lot fronting sixty (60) feet on Anderson Street and extending back one hundred and eighty (180) feet to an alley.

BEING the same premises which William S. McKenrick and Ellen I. McKenrick, husband and wife, conveyed to Thomas R. Duval and Sally J. Duval by Deed dated the 22<sup>nd</sup> day of June 2001, and not yet but intended to be recorded concurrently herewith.



**10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

**11. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

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

Mortgagor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument, and this assignment will remain effective until the Obligations are satisfied. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of Rents directly to Lender after such recording, however Lender agrees not to notify Mortgagor's tenants until Mortgagor defaults and Lender notifies Mortgagor of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

**13. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development (PUD), Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or PUD.

**14. DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

**15. REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

(page 3 of 6)

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

**16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.**

Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

**17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance. Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

**18. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**19. INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be

maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

**20. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

**21. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

**22. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.**

All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

**23. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. Any provision that appoints Lender as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). Lender, by exercising any of its rights under this Security Instrument, does so for its sole benefit. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

**24. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all.

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

**26. OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- ☐ **Purchase Money.** This Security Instrument secures advances by Lender used in whole or in part to acquire the Property. Accordingly, this Security Instrument, and the lien hereunder, is and shall be construed as a purchase money mortgage with all of the rights, priorities and benefits thereof under the laws of the Commonwealth of Pennsylvania.
- ☐ **NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.**
- ☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
- ☐ Condominium Rider    ☐ Planned Unit Development Rider    ☐ Other .....
- ☐ **Additional Terms.**

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

(Signature) Thomas R. Duval (Date) \_\_\_\_\_  
 (Witness) Richard A. Bell (Witness) \_\_\_\_\_

### ACKNOWLEDGMENT:

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF GLADEFIELD } ss.  
On this, the 22nd day of June, 2001, before me \_\_\_\_\_,  
(Individual) the undersigned officer, personally appeared Thomas R. Duval and \_\_\_\_\_  
Sally J. Duval \_\_\_\_\_, known to me (or satisfactorily proven)  
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that  
he/she executed the same for the purposes therein contained.  
In witness whereof, I hereunto set my hand and official seal.  
My commission expires: \_\_\_\_\_

**(Seal)**

and official seal.

*Sandra A. Irwin*

NOTARIAL SEAL  
SANDRA A. IRWIN; Notary Public  
Clearfield Boro, Clearfield County, PA  
My Commission Expires June 3, 2005

Title of Officer

It is hereby certified that the address of the Lender within named is: 11...N...2nd...Street,...P.O...Box 171  
.....Clearfield,...PA.16830.....

**EXHIBIT**  
B

representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

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

**REAL ESTATE OR RESIDENCE SECURITY:** If this note is secured by real estate or a residence that is personal property, the existence of a default under this agreement for such a default will be determined by applicable

and your remedies for such a failure, with the determination of the separate instrument creating the security interest, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and

"Remedies" paragraphs herein.  
**DEFAULT:** I will be in default if any one or more of the following occur  
 (1) I fail to make a payment on time or in the amount due; (2) I fail to

keep the property insured, if required; (3) I fail to pay, or cause to be paid, any taxes, or any debt or obligation, or any other credit promise, on any debt or agreement I have with you; (4) any other credit of mine attempts to collect any debt I owe him through court proceedings; (5) I file, or declare incompetent, make an assignment for the benefit of creditors, or any other insolvency proceeding.

benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (b) I make any written statement or provide any financial information that I

truth or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal

[illegible]

for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

(1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).

(2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "Set-Off" paragraph herein.

(3) You may demand security, additional security, or additional payment to be obligated to pay this note as a condition for not using any other remedy.

(5) You may use any remedy you have under state or federal law. By selecting any one or more of these remedies you do not give up your credit by me.

right to later use any other remedy. By waiving your right to disavow a contract, you agree to be a default, you do not waive your right to later consider the contract as a default if it continues or happens again.

any fee you incur with such attorney plus court costs (except where

prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising

**WAVERT:** I give up my rights (to the extent permitted by law) to require you to do certain things. I will not require you to:

(1) demand payment of amounts due (presentment):

(12) obtain official certification of nonpayment (protest); or

(3) give notice that amounts due have not been paid (notice dishonor).

**OBLIGATIONS INDEPENDENT:** I understand that I must pay this note for the amount of the debt, whether or not I have any other assets or income. I waive any defenses I have based on suretyship or impairment of collateral.

even if someone else has also agreed to pay it (or, not wanting to pay it, this form or a separate guarantee or endorsement). You may sue it alone, or anyone else who is obligated on this note, or any number of together, to collect this note. You may do so without any notice that

has not been paid (notice of dishonor). You may without notice release any party to the agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty

pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that I will remain at your option, until this note or the debt represented by it is paid in full, liable for the payment of the note and the interest thereon.

of the note, I will not assign my obligation under this agreement with-  
out your consent. Your signature is required on the note, and the note  
this note, or any portion of the note or debt, from time to time within  
limit or notice and for any term without affecting my liability for payment  
of the note. I will not assign my obligation under this agreement with-

**CREDIT INFORMATION:** I agree and authorize you to obtain credit information about me from time to time (for example, by requesting information) and to report to others your credit avoidance with me (for example, to other lenders).

as a credit reporting agency). I agree to provide you, upon request, a financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or

**NOTICE:** Unless otherwise required by law, any notice to me shall be accurate, correct and complete.

at my last known address. My current address is on page 1 of 1 of the information you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of 1 of the information you in writing of any change in my address.

CONTRACTUAL	INTEREST	INTEREST	INTEREST
-------------	----------	----------	----------

7 MONTHS PAID BALANCE	MONTHLY RATE	PAYMENTS	PAID THROUGH
--------------------------	-----------------	----------	-----------------

[illegible]

	1	%			
	1	%			
	1	%			

•			•	•
•		•	•	•
		•		•

●	%	●	/	/
●	%	●	/	/

	%	\$	/		%	\$	/	

Page 2

Page 2 of 2

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

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

THE SECOND THEREOF:

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

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

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

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

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

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

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

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

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

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





Established 1902

Main Bank

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

MEMBER FEDERAL DEPOSIT INSURANCE CORPORATION

## ACT 91 NOTICE

### TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE\*

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

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

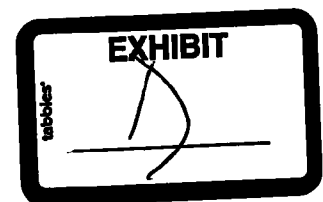
This Notice explains how the program works.

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

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

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

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



#### Full Service Branches:

##### **BRIDGE STREET**

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

##### **GOLDENROD**

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

##### **CURWENSVILLE**

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

##### **DuBOIS**

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

##### **PHILIPSBURG**

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



HOMEOWNER'S NAME(S):	<u>Thomas R. Duval</u> <u>Sally J. Duval</u>
MAILING ADDRESS:	<u>RR 1 Box 54</u> <u>Grampian PA 16838-9708</u>
LOAN ACCT. NO.:	<u>774170</u>
ORIGINAL LENDER:	<u>Clearfield Bank &amp; Trust Company</u>
CURRENT LENDER/SERVICER:	<u>Clearfield Bank &amp; Trust Company</u>
DATE:	<u>August 23, 2002</u>

### **HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

**\* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**

**\* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**

**\* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** --- The MORTGAGE debt held by the above lender on your property located at: Rental - 329 Anderson St., Curwensville PA  
Rental - 409 Center St., Curwensville PA

**IS SERIOUSLY IN DEFAULT because:**

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

June, July & August @ \$322.25 = \$966.75

Other charges (explain/itemize): Late Charges of \$40.00 + Escrow Charges of \$150.00

**TOTAL AMOUNT PAST DUE: \$1,156.75**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

---

**HOW TO CURE THE DEFAULT** — You may cure the default within THIRTY (30) DAYS of the Date of this Notice by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,156.75, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

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

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

N/A

---

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

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

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

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

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

Sally Duval

Postage \$

Certified Fee

Return Receipt Fee  
(Endorsement Required)

Restricted Delivery Fee  
(Endorsement Required)

Total Postage & Fees \$

Sent To

Street, Apt. No.  
or PO Box No.

City, State, Zip + 4

PS Form 3800, January 2004

See Reverse for Instructions

7001 1940 0001 9406 6122

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

**Thomas R. Duval**

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

**Clearfield PA 16830**  
**AUG 23 2002**  
 Postmark  
 Here  
 USPS

**HNK**

**Sent To** **Thomas R Duval**  
**Street, Apt. No.;** **RR 1 Box 54**  
**or PO Box No.**  
**City, State, ZIP+4** **Grandpaan, Pa 16838-9708**

PS Form 3800, January 2001 See Reverse for Instructions

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

Received From:

Clearfield Bank & Trust Co  
PO Box 171  
Clearfield PA 16830

One piece of ordinary mail addressed to:

Thomas R. Duval  
RR1 Box 54  
Grampian PA 16838-9708

CLEAR  
SE

PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE—POSTMASTER

Received From: Clearfield Bank & Trust Co  
PO Box 171  
Clearfield PA 16830.

One piece of ordinary mail addressed to:  
Sally J Duval  
RR 1 Box 54  
Grampian PA 16838-9708

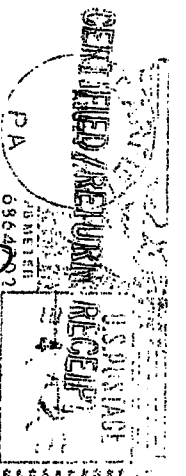
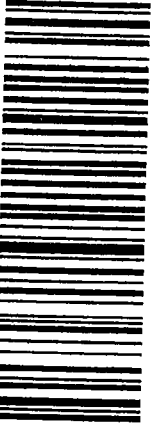
PS Form 3817, Mar. 1989

**Affix fee here in stamps**



CLEARFIELD  
11 N. SECC  
P.O. BOX 1  
CLEARFIELD

ADDRESS 7001 1940 0001 9408 6136



*Uncollected*

SALLY J. DUVAL  
RR 1 BOX 54  
GRAMPIAN PA 16838-9708

1st NOTICE 8-24-02  
NOTICE 8/29

☐ A ☐ C ☐ S  
☐ INSUFFICIENT ADDRESS  
☐ ATTEMPTED NOT KNOWN  
☐ NO SUCH NUMBER/STREET  
☐ NOT DELIVERABLE AS ADDRESSED  
- UNABLE TO FORWARD

**RTS**  
RETURN TO SENDER

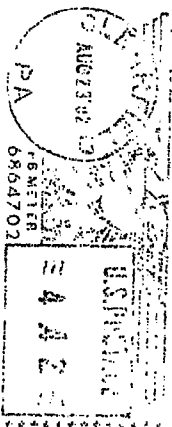
*Returned 9/11/02.  
Unmailed Certificate of  
Mailing 9/11/02.*

16838-9708 01



CLEARFIELD  
11 N. SECC  
P.O. BOX 17  
CLEARFIELD

ADDRESS: 7001 1940 0001 9408 6129



*Uncollected*

THOMAS R. DUVAL  
RR 1 BOX 54  
GRAMPIAN PA 16838-9708

*Returned 9/11/02 Certificate  
Unmailed Certificate  
of Mailing 9/11/02*

☐ A ☐ C ☐ S  
☐ INSUFFICIENT ADDRESS  
☐ ATTEMPTED NOT KNOWN  
☐ NO SUCH NUMBER/STREET  
☐ NOT DELIVERABLE AS ADDRESSED  
- UNABLE TO FORWARD

**RTS**  
RETURN TO SENDER

16838-9708 01

**VERIFICATION**

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

CLEARFIELD BANK & TRUST COMPANY

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

Date: 10-28-02



Atty Kirk pd.  
m/2:29/2011 85.00  
2 cc Shsf  
EAD

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

Sheriff Docket # 13377

CLEARFIELD BANK & TRUST COMPANY

02-1877-CD

VS.

DUVAL, THOMAS R. & SALLY J.

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

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

NOW DECEMBER 20, 2002 SERVED THE WITHIN COMPLAINT IN MORTGAGE  
FORECLOSURE ON THOMAS R. DUVAL AND SALLY J. DUVAL, DEFENDANTS BY  
DEPUTIZING THE SHERIFF OF HORRY COUNTY, SOUTH CAROLINA. THE RETURNS  
OF THE HORRY COUNTY SHERIFF ARE HERETO ATTACHED AND MADE A PART OF  
THIS RETURN.

**Return Costs**

Cost	Description
36.24	SHFF. HAWKINS PAID BY: ATTY.
30.00	HORRY COUNTY, S.C., PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

30<sup>th</sup> Day Of January 2003  
*William A. Shaw*

**FILED**

JAN  
FEB 30 2003

*E. 28*

William A. Shaw  
Prothonotary

So Answers,

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

STATE OF SOUTH CAROLINA,

COUNTY OF HORRY

IN THE

COURT

CLEARFIELD BANK & COMPANY

Plaintiff

vs.

THOMAS R. DUVAL & SALLY J. DUVAL

Defendant

AFFIDAVIT OF

PERSONAL SERVICE

TIME OF SERVICE: 7:05 PM

CASE # 20021877CD

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

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

Sworn to before me this 23rd day of DECEMBER 2002

*Jane M. Lambert* L.S.  
Notary Public for South Carolina.  
My Commission Expires: 10-29-2006

*Christopher Difloure*  
CHRISTOPHER DIFLOURE  
Deputy Sheriff

STATE OF SOUTH CAROLINA,

COUNTY OF HORRY

IN THE

COURT

CLEARFIELD BANK & COMPANY

Plaintiff

vs.

THOMAS R. DUVAL & SALLY J. DUVAL

Defendant

AFFIDAVIT OF

PERSONAL SERVICE

TIME OF SERVICE: 7:05 PM

CASE # 20021877CD

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

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

Sworn to before me this 23rd day of DECEMBER 2002

*James M. Lambert* L.S.  
Notary Public for South Carolina.

My Commission Expires: 10-29-2006

*Christopher Difloure*  
CHRISTOPHER DIFLOURE  
Deputy Sheriff

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

O1SHF1  
CUSTOMER COPY

\*\*\* ORIGINAL \*\*\*

DATE: 12/17/2002

RECEIVED BY: JENKINSJ/SH1

RECEIPT #: 126033

RECEIVED FROM: 999 - CHESTER A. HAWKINS

PLAINTIFF: CLEARFIELD BANK

DEFENDANT: THOMAS R. DUVAL, ET AL

**DETAIL INFORMATION**

CASE..... 20021877CD  
SERVICE TYPE..... SUMMONS AND COMPLAINT  
NUMBER SERVED..... 2  
AMOUNT PAID..... \$30.00

Amount due: \$35,396.08

William A. Shaw  
Prothonotary

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

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

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

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

  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 02-1877-CD
	:	
Plaintiff	:	
	:	Type of Pleading: WRIT OF EXECUTION
	:	
THOMAS R. DUVAL and	:	Filed on Behalf of: Plaintiff
SALLY J. DUVAL	:	
	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**WRIT OF EXECUTION**  
**NOTICE**

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

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

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

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

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

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

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

Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765.2641

## **MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 02-1877-CD
	:	
Plaintiff	:	
	:	Type of Pleading: WRIT OF EXECUTION
	:	
THOMAS R. DUVAL and SALLY J. DUVAL	:	Filed on Behalf of: Plaintiff
	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**CLAIM FOR EXEMPTION**

To the Sheriff:

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

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

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

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

\_\_\_\_\_;

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

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

\_\_\_\_\_;

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

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

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



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

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

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

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

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

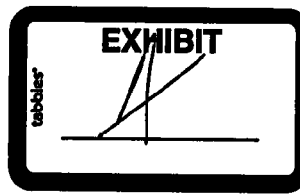
Date: \_\_\_\_\_

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

**THE SHERIFF OF CLEARFIELD COUNTY:**

**CLEARFIELD COUNTY COURTHOUSE**

**(814)765.2641**



THE FIRST THEREOF:

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

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

THE SECOND THEREOF:

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

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

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

**EXHIBIT "B":**

**AFFIDAVIT PURSUANT TO RULE 3129.1**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**None**

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

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

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

**None**

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

Date:

*2-16-03*

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

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 02-1877-CD
	:	
Plaintiff	:	
	:	Type of Pleading: WRIT OF EXECUTION
	:	
THOMAS R. DUVAL and	:	Filed on Behalf of: Plaintiff
SALLY J. DUVAL	:	
	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

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

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

**TERMS OF SALE**

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

**NOTICE**

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

CHESTER A. HAWKINS, SHERIFF

FILED

Att'y Ltr  
of pd. 20.00

M 12:20 PM  
APR 21 2003

2 CC, Le writes w/ prop descr.  
to Shiff

William A. Shaw  
Profficiency

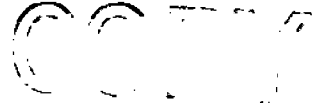
**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW**

Clearfield Bank and Trust Company

Vs.

Thomas R. Duval and Sally J. Duval

NO.: 2002-01877-CD



**TO THE SHERIFF OF CLEARFIELD COUNTY:**

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

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:

See attached

- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$35,396.08  
INTEREST from February 18, 2003  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 04/21/2003

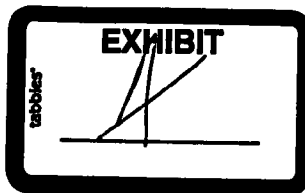
PAID: \$125.00  
SHERIFF: \$  
OTHER COSTS: \$

\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

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

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

\_\_\_\_\_  
Sheriff



THE FIRST THEREOF:

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

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

THE SECOND THEREOF:

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

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

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



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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

THOMAS R. DUVAL and SALLY

J. DUVAL, husband and wife,

Defendants

No. 02-1877-CD

Type of Pleading: PRAECIPE FOR ENTRY  
OF DEFAULT JUDGMENT

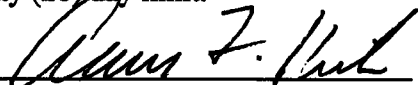
Counsel of Record for this Party:  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893

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

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

TO PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter Default Judgment in the amount of **THIRTY-FIVE THOUSAND THREE HUNDRED NINETY-SIX AND 08/100 (\$35,396.08) DOLLARS** together with interest and costs of this suit on the above-captioned Defendants due to the Defendants' failure to enter an appearance or file an Answer within the allotted twenty (20) day limit.

  
Alan F. Kirk, Esquire  
Attorney for the Plaintiff

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

**FILED**

FEB 18 2003

William A. Shaw  
Prothonotary

  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

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

Defendants

No. 2002-1877CD

Type of Pleading: COMPLAINT

Filed on Behalf of: Plaintiff

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

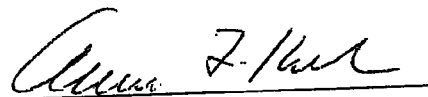
1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

**IMPORTANT NOTICE**

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

Date: 1-21-03

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



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

Thomas R. Duval-Certified Mail #7099 3400 0012 4566 6389 and First Class U.S. Mail, RRR  
Sally J. Duval-Certified Mail #7099 3400 0012 4566 6372 and First Class U.S. Mail, RRR

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

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

Defendants

No. 2002-1877CD

Type of Pleading: COMPLAINT

Filed on Behalf of: Plaintiff

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

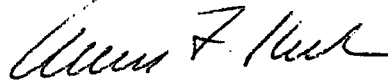
1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

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Date: 1-21-03

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



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

Thomas R. Duval-Certified Mail #7099 3400 0012 4566 6389 and First Class U.S. Mail, RRR  
Sally J. Duval-Certified Mail #7099 3400 0012 4566 6372 and First Class U.S. Mail, RRR

7099 3400 0012 4566 6372

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only, No Insurance Coverage Provided)	
Article Sent To	
Sally J. Duval	
Postage	\$ 37
Certified Fee	230
Return Receipt Fee (Endorsement Required)	175
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 442
Name (Please Print Clearly) (to be completed by mailer)	
Mrs. Sally J. Duval	
Street, Apt. No. or P.O. Box No.	
702 Windy Hill Road	
City, State, ZIP+4	
N. Myrtle Beach, SC 29578	
PS Form 3800, July 1999 See Reverse for Instructions	

6839 9954 2100 0046 6607

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only, No Insurance Coverage Provided)	
Article Sent To	
Thomas R. Duval	
Postage	\$ 37
Certified Fee	230
Return Receipt Fee (Endorsement Required)	175
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 442
Name (Please Print Clearly) (to be completed by mailer)	
Mr. Thomas R. Duval	
Street, Apt. No. or P.O. Box No.	
702 Windy Hill Road	
City, State, ZIP+4	
N. Myrtle Beach, SC 29578	
PS Form 3800, July 1999 See Reverse for Instructions	

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Mrs Sally J. Duval  
702 Windy Hill Road  
Myrtle Beach, SC 29578

2. Article Number  
(Transfer from service label)

7099 3400 0012 4566 6372

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

Sally J. Duval

B. Received by (Printed Name)

☒ Agent  
☐ Addressee

C. Date of Delivery

12/29/03

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

Return Receipt

102595-02-M-103

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

CLEARFIELD BANK AND TRUST	:	No. 02-1877-CD
COMPANY,	:	
Plaintiff	:	
	:	
v.	:	
	:	
THOMAS R. DUVAL and SALLY	:	
J. DUVAL, husband and wife,	:	
Defendants	:	

TO PROTHONOTARY OF CLEARFIELD COUNTY:

Please Enter Judgment against the above-named Defendant pursuant to the enclosed  
Certificate of Judgment of Clearfield County Docket No. 02-1877-CD in the principal amount of  
**\$35,396.08** together with interest and costs of suit.

By:

Dated: February 12, 2003

---

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

FILED

No  
cc

17/2:21:61  
FEB 18 2003

Attg pd. 20:00

William A. Shaw  
Prothonotary

Notice to Def.  
Statement to Attg

*[Signature]*

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

CLEARFIELD BANK AND TRUST	:	No. 02-1877-CD
COMPANY,	:	
Plaintiff	:	
	:	
v.	:	
	:	
THOMAS R. DUVAL and SALLY	:	
J. DUVAL, husband and wife,	:	
Defendants	:	

TO: **Thomas R. Duval**

Notice is given that a JUDGMENT in the above-captioned matter has been entered  
against you in the amount of \$ 35,396.08 on February 18, 2003.

, Prothonotary

---

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

CLEARFIELD BANK AND TRUST	:	No. 02-1877-CD
COMPANY,	:	
Plaintiff	:	
	:	
v.	:	
	:	
THOMAS R. DUVAL and SALLY	:	
J. DUVAL, husband and wife,	:	
Defendants	:	

TO: **Sally J. Duval**

Notice is given that a JUDGMENT in the above-captioned matter has been entered  
against you in the amount of \$ 35,396.08 on February 18, 2003.

, Prothonotary

---



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

Clearfield Bank and Trust Company  
Plaintiff(s)

No.: 2002-01877-CD

Real Debt: \$35,396.08

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

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

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 18, 2003

Expires: February 18, 2008

Certified from the record this 18th day of February, 2003.

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

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

Sheriff Docket # 14166

**CLEARFIELD BANK & TRUST COMPANY**

**02-1877-CD**

**VS.**

**DUVAL, THOMAS R.**

**WRIT OF EXECUTION      REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, JUNE 11, 2003 @ 10:30 A.M. O'CLOCK A LEVY WAS TAKEN ON THE  
PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND  
TIME.**

**A SALE DATE OF AUGUST 1, 2003 WAS SET.**

**FILED**  
11/01/3:52 PM  
**OCT 30 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

**NOW, JUNE 19, 2003 SERVED SALLY J. DUVAL, DEFENDANT, BY CERTIFIED AND  
REGULAR MAIL TO 702 WINDY HILL ROAD MYRTLE BEACH, NC 29528 SIGNED FOR  
BY BOB DUVAL, WITH A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF  
EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY. CERTIFIED #700220300  
00068730958**

**NOW, JUNE 19, 2003 SERVED THOMAS R. DUVAL, DEFENDANT, BY CERTIFIED AND  
REGULAR MAIL TO 702 WINDY HILL ROAD, MYRTLE BEACH, NC 29528 SIGNED FOR  
BY SALLY DUVAL, WITH A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF  
EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY. CERTIFIED #700220300  
00068730941**

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

**NOW, AUGUST 15, 2003 BILLED PLAINTIFF'S ATTORNEY FOR COSTS DUE.**

**NOW, SEPTEMBER 22, 2003 RECEIVED A CHECK FROM PLAINTIFF FOR THE  
ADDITIONAL COSTS.**

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

Sheriff Docket # 14166

CLEARFIELD BANK & TRUST COMPANY

02-1877-CD

VS.

DUVAL, THOMAS R.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

NOW, OCTOBER 30, 2003 PAID COSTS FROM THE ADVANCE AND ADDITIONAL PLAINTIFF CHECK.

NOW, OCTOBER 30, 2003 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, OCTOBER 30, 2003 A DEED WAS FILED.

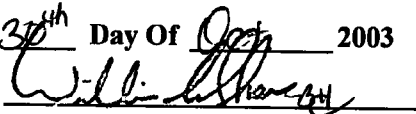
SHERIFF HAWKINS                      \$219.80

SURCHARGE                      \$40.00

PAID BY ATTORNEY

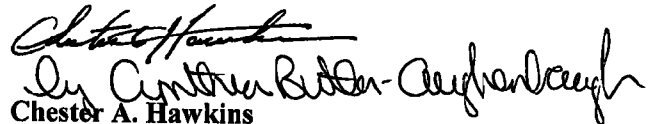
Sworn to Before Me This

30<sup>th</sup> Day Of Oct 2003



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

So Answers,

  
Chester A. Hawkins  
Sheriff

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

Clearfield Bank and Trust Company

Vs.

NO.: 2002-01877-CD

Thomas R. Duval and Sally J. Duval

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

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

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:

See attached

- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$35,396.08

INTEREST from February 18, 2003

PROTH. COSTS: \$

ATTY'S COMM: \$

DATE: 04/21/2003

PAID: \$125.00

SHERIFF: \$

OTHER COSTS: \$



William A. Shaw

Prothonotary/Clerk Civil Division

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

Requesting Party: Alan F. Kirk, Esq.

1375 Martin Street, Ste. 204

State College, PA 16803

(814) 234-2048

Chester A. Kaufman  
Sheriff By Cynthia Butler-Arphenlaugh

ALL that certain lot of ground situate in the Borough of Curwensville, County of Clearfield and State of Pennsylvania bounded and described as follows:

BEGINNING at Anderson Street at a post corner of lot now or formerly of John Haupt; thence by line of said lot North twenty-six (26) degrees thirty (30) minutes West one hundred and eighty (180) feet to an alley; thence by said alley North sixty-three (63) degrees thirty (30) minutes East sixty (60) feet to a post at corner of lot herein conveyed and lot now or formerly of John Blake; thence by said lot South twenty-six (26) degrees thirty (30) minutes East one hundred and eighty (180) feet to a post at Anderson Street; thence by said street South sixty-three (63) degrees thirty (30) minutes West sixty (60) feet to a post and place of beginning. Being a lot fronting sixty (60) feet on Anderson Street and extending back one hundred and eighty (180) feet to an alley.

BEING the same premises which Greg A. Selner and Pattle A. Selner, husband and wife, conveyed to the Grantors herein by Deed dated the 2<sup>nd</sup> day of December 1996, said Deed being recorded in the office of the Register and Recorder of Clearfield County, Pennsylvania to Deed Book Volume 1806 at Page 402.

# **REAL ESTATE SALE SCHEDULE OF DISTRIBUTION**

NAME      DUVAL                      NO.      02-1877-CD

NOW,      August 1, 2003      , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the      1ST      day of      AUGUST      2003, I exposed the within described real estate of      THOMAS R. DUVAL AND SALLY J. DUVAL      to public venue or outcry at which time and place I sold the same to      CLEARFIELD BANK & TRUST COMPANY      he/she being the highest bidder, for the sum of      \$1.00 + COSTS      and made the following appropriations, viz:

## **SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	4.32
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	14.48
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	10.00
<b>TOTAL SHERIFF COSTS</b>	<b>219.80</b>

## **DEED COSTS:**

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

## **PLAINTIFF COSTS, DEBIT & INTEREST:**

DEBT-AMOUNT DUE	35,396.08
INTEREST FROM 2/18/03	
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>35,436.08</b>

## **COSTS:**

ADVERTISING	329.49
TAXES - collector TO 1/04	290.40
TAXES - tax claim TO NOV.	465.33
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	219.80
LEGAL JOURNAL AD	162.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

<b>TOTAL COSTS</b>	<b>1,765.52</b>
--------------------	-----------------

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

CHESTER A. HAWKINS, Sheriff

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

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

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*[Signature]*

☒ Agent  
☐ Addressee

B. Received by (Printed Name)

*[Signature]*

C. Date of Delivery  
*6/19/05*

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

7002 2030 0000 6873 0958

2. Article Number  
(Transfer from service label)  
PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1035

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

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

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*[Signature]*

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

*[Signature]*

C. Date of Delivery  
*6-19-05*

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

#2

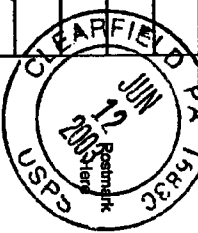
7002 2030 0000 6873 0941

**U.S. Postal Service<sup>®</sup>  
CERTIFIED MAIL<sup>™</sup> RECEIPT  
(Domestic Mail Only. No Insurance Coverage Provided)**

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



Sent to **Sally J. Duval**  
Street, Apt. No., or PO Box No. **702 Windy Hill Road**  
City, State, ZIP+4<sup>®</sup> **Myrtle Beach, NC 29528**

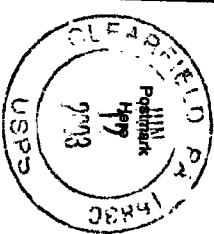
See Reverse for Instructions

**U.S. Postal Service<sup>®</sup>  
CERTIFIED MAIL<sup>™</sup> RECEIPT  
(Domestic Mail Only. No Insurance Coverage Provided)**

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



Sent to **Thomas R. Duval**  
Street, Apt. No., or PO Box No. **702 Windy Hill Road**  
City, State, ZIP+4<sup>®</sup> **Myrtle Beach, NC 29528**

See Reverse for Instructions

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

**CLEARFIELD BANK & TRUST COMPANY**

**Sheriff Docket #**

**14166**

**02-1877-CD**

**VS.**

**DUVAL, THOMAS R.**

**WRIT OF EXECUTION**

**REAL ESTATE**

**SHERIFF RETURNS**

**NOW, JUNE 11, 2003 @ 10:30 A.M. O'CLOCK A LEVY WAS TAKEN ON THE  
PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND  
TIME.**

**A SALE DATE OF AUGUST 1, 2003 WAS SET.**

**FILED**  
*11/01/3:52 PM*  
**OCT 30 2003**

**William A. Shaw**  
**Prothonotary/Clerk of Courts**

**NOW, JUNE 19, 2003 SERVED SALLY J. DUVAL, DEFENDANT, BY CERTIFIED AND  
REGULAR MAIL TO 702 WINDY HILL ROAD MYRTLE BEACH, NC 29528 SIGNED FOR  
BY BOB DUVAL, WITH A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF  
EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY. CERTIFIED #700220300  
00068730958**

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00068730941**

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

**NOW, AUGUST 15, 2003 BILLED PLAINTIFF'S ATTORNEY FOR COSTS DUE.**

**NOW, SEPTEMBER 22, 2003 RECEIVED A CHECK FROM PLAINTIFF FOR THE  
ADDITIONAL COSTS.**



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

Sheriff Docket # 14166

CLEARFIELD BANK & TRUST COMPANY

02-1877-CD

VS.

DUVAL, THOMAS R.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

NOW, OCTOBER 30, 2003 PAID COSTS FROM THE ADVANCE AND ADDITIONAL PLAINTIFF CHECK.

NOW, OCTOBER 30, 2003 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

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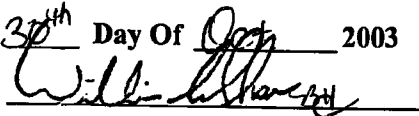
SHERIFF HAWKINS                      \$219.80

SURCHARGE                      \$40.00

PAID BY ATTORNEY

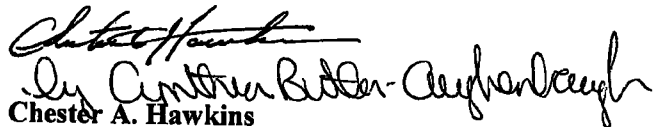
Sworn to Before Me This

30<sup>th</sup> Day Of Oct 2003



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

So Answers,



Chester A. Hawkins  
Sheriff

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

Clearfield Bank and Trust Company

Vs.

NO.: 2002-01877-CD

Thomas R. Duval and Sally J. Duval

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

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

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:

See attached

- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$35,396.08  
INTEREST from February 18, 2003  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 04/21/2003

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



William A. Shaw  
Prothonotary/Clerk Civil Division

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

Christopher G. Kaufman  
Sheriff By Cynthia Butler-Ayhanlar

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

ALL that certain lot of ground situate in the Borough of Curwensville, County of Clearfield and State of Pennsylvania bounded and described as follows:

BEGINNING at Anderson Street at a post corner of lot now or formerly of John Haupt; thence by line of said lot North twenty-six (26) degrees thirty (30) minutes West one hundred and eighty (180) feet to an alley; thence by said alley North sixty-three (63) degrees thirty (30) minutes East sixty (60) feet to a post at corner of lot herein conveyed and lot now or formerly of John Blake; thence by said lot South twenty-six (26) degrees thirty (30) minutes East one hundred and eighty (180) feet to a post at Anderson Street; thence by said street South sixty-three (63) degrees thirty (30) minutes West sixty (60) feet to a post and place of beginning. Being a lot fronting sixty (60) feet on Anderson Street and extending back one hundred and eighty (180) feet to an alley.

BEING the same premises which Greg A. Selner and Pattle A. Selner, husband and wife, conveyed to the Grantors herein by Deed dated the 2<sup>nd</sup> day of December 1996, said Deed being recorded in the office of the Register and Recorder of Clearfield County, Pennsylvania to Deed Book Volume 1806 at Page 402.

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME DUVAL NO. 02-1877-CD

NOW, August 1, 2003, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 1ST day of AUGUST 2003, I exposed the within described real estate of THOMAS R. DUVAL AND SALLY J. DUVAL to public venue or outcry at which time and place I sold the same to CLEARFIELD BANK & TRUST COMPANY he/she being the highest bidder, for the sum of \$1.00 + COSTS and made the following appropriations, viz:

## SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	4.32
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	14.48
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	10.00
<b>TOTAL SHERIFF COSTS</b>	<b>219.80</b>

## DEED COSTS:

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

## PLAINTIFF COSTS, DEBIT & INTEREST:

DEBT-AMOUNT DUE	35,396.08
INTEREST FROM 2/18/03	
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>35,436.08</b>

## COSTS:

ADVERTISING	329.49
TAXES - collector TO 1/04	290.40
TAXES - tax claim TO NOV.	465.33
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	219.80
LEGAL JOURNAL AD	162.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

<b>TOTAL COSTS</b>	<b>1,765.52</b>
--------------------	-----------------

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

CHESTER A. HAWKINS, Sheriff

## SENDER: COMPLETE THIS SECTION

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

## 1. Article Addressed to:

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

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

*Sally J. Duval*

☒ Agent  
☐ Addressee

## B. Received by (Printed Name)

*Sally J. Duval*

☐ Agent  
☒ Addressee

## C. Date of Delivery

*6/19/03*

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

## 3. Service Type

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

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

## 2. Article Number

(Transfer from service label)

7002 2030 0000 6873 0958

PS Form 3811 August 2001

Domestic Return Receipt

102595-02-M-1035

## SENDER: COMPLETE THIS SECTION

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

## 1. Article Addressed to:

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

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

*Thomas R. Duval*

☐ Agent  
☒ Addressee

## B. Received by (Printed Name)

*Thomas R. Duval*

☐ Agent  
☒ Addressee

## C. Date of Delivery

*6-19-03*

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

## 3. Service Type

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

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service<sup>TM</sup>

CERTIFIED MAIL<sup>TM</sup> RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

Postage \$

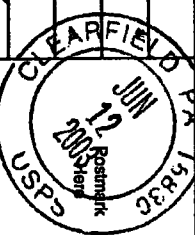
Certified Fee

Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Total Postage & Fees

\$4.65



Sent to Sally J. Duval

Street, Apt. No., 702 Windy Hill Road

City, State, ZIP+4 Myrtle Beach, NC 29528

PS Form 3800, June 2002

See Reverse for Instructions

U.S. Postal Service<sup>TM</sup>

CERTIFIED MAIL<sup>TM</sup> RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

Postage \$

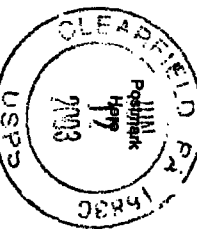
Certified Fee

Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Total Postage & Fees

\$4.65



Sent to Thomas R. Duval

Street, Apt. No., 702 Windy Hill Road

City, State, ZIP+4 Myrtle Beach, NC 29528

PS Form 3800, June 2002

See Reverse for Instructions

2. Art  
(7/01)  
PS FC

#2

102595-02-M-1035

7002 2030 0000 6873 0941

7002 2030 0000 6873 0958