

2003-265-CD  
CLEARFIELD BANK AND TRUST COMPANY  
VS.  
TERRY R. MAINES

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 03-265-CD
	:	
Plaintiff	:	
	:	Type of Pleading: COMPLAINT
vs.	:	
	:	
TERRY R. MAINES,	:	Filed on Behalf of: Plaintiff
	:	
Defendant	:	
	:	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**

FEB 25 2003

**William A. Shaw**  
Prothonotary

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

CLEARFIELD BANK AND TRUST	:	No.
COMPANY,	:	
	:	
Plaintiff	:	
	:	Type of Pleading: COMPLAINT
vs.	:	
	:	
TERRY R. MAINES,	:	Filed on Behalf of: Plaintiff
	:	
Defendant	:	
	:	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 Defendant is TERRY R. MAINES, with a property and mailing address  
of RR1, Box 196A, Woodland, Pennsylvania 16881.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between  
the Plaintiff and the Defendants dated September 9, 2001, in the principal amount of  
**\$11,441.76**, a copy of the said Mortgage is attached hereto and made a part hereof, marked

as Exhibit "A" and is recorded at Clearfield Instrument No. 200114443 on September 12, 2001.

4. The said Mortgage is and contains a lien against that certain tract of land situate in Bradford Township, 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 \$11,441.76 as set forth in Promissory Note dated September 4, 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 September 10, 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 November 12, 2002, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

8. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants have not availed themselves under the pertinent provisions of the Homeowners' Emergency Assistance Act.

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

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

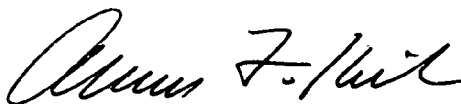
(a)	Principal Balance	\$ 9,939.16
(b)	Interest per diem of 2.51882 from 1/09/03 to 2/12/03	\$ 478.27
(c)	Late Charges	\$ 47.25
(d)	Satisfaction Fee	\$ 18.50
(e)	Attorney Collection Fee	<u>\$ 993.92</u>

**FINAL TOTAL** **\$11,477.10**

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$11,477.10** plus interest at **9.25%**, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

Date: *2-13-03*

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

## MORTGAGE

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 09/04/01 and the parties, their addresses and tax identification numbers, if required, are as follows:

**MORTGAGOR:**

TERRY R MAINES  
RR 1 BOX 196A  
WOODLAND PA 16881-9772

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

**LENDER:**

CLEARFIELD BANK & TRUST COMPANY  
11 N. SECOND ST, 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:

CLFD COUNTY DEED BOOK 2001/02272

The property is located in CLFD CO/BRADFORD TWP at  
(County)

RR 1 BOX 196A, WOODLAND PA, Pennsylvania 16881  
(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 \$ 11,441.75. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument.

4. **SECURED DEBT.** 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.)

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER

200114443

RECORDED ON

SEP 12 2001

12:05:39 PM

Total Pages: 5

CORDING FEES - \$15.00

CORD

UNITY IMPROVEMENT \$1.00

NO

CORD \$1.00

PROVEMENT FUND

ATE WRIT TAX \$0.50

TAL

\$17.50

CUSTOMER

CLEARFIELD BANK AND TRUST



- B. 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.
- C. 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 notice of the right of rescission.

- 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 also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. **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, and provide to Lender copies of all receipts on demand. Mortgagor agrees to make all payments when due and comply with all covenants of any prior security interest on the Property.
- 8. **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.
- 9. **PROPERTY CONDITION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary.
- 10. **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.
- 11. **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 and rents, issues and profits. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.
- 12. **DEFAULT AND REMEDIES.** 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

"EXHIBIT A"

ALL that certain piece or parcel of land, situated, lying and being in the Township of Bradford, County of Clearfield, and the State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the northern line of lands of Russell Owens, said pin being the southeast corner of the tract herein described, and being also N 81 57' W a distance of 486 feet from a twin Oak, said Oak being the southeast corner of lands of Randy Maines; thence from beginning of 400.0 feet to an iron pin; thence through lands of the George W. Bock Estate for a new line N 22 06' E for a distance of 278.0 feet to a point in the center of an access road and passing through an iron pin 21.76 feet from the end of the line, said point being the northeast corner of the Randy Maines tract; thence along line of lands of Randy Maines S 42 54' E for a distance of 428.12 feet to an iron pin and place of beginning. Containing 1.23 acres.



shall also constitute an event of default. Lender may accelerate the Secured Debt subject to any notice requirements of Lender to provide notice to Mortgagor as required by law. 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.

13. **EXPENSES; ADVANCES ON COVENANTS.** 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 Security Instrument shall remain in effect until released.
14. **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 and shall include a standard mortgage clause in favor of Lender. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld.
15. **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 benefit of Lender. 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.
16. **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. 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. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
17. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any right to appraisal relating to the Property.

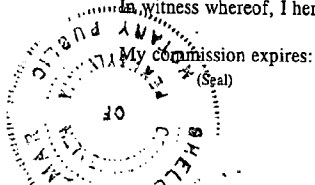
☐ NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.

**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.

*Terry R. Maines* 09/04/01 09/04/01  
(Signature) TERRY R. MAINES (Date) (Signature) (Date)  
(Witness) (Witness)

**ACKNOWLEDGMENT:**

COMMONWEALTH OF PENNSYLVANIA COUNTY OF CLEARFIELD } ss.  
(Individual) On this, the 4th day of September 2001, before me Shelly K. Folmar,  
the undersigned officer, personally appeared Terry R. Maines  
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.



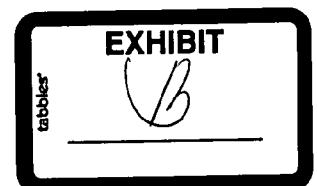
*Shelly K. Folmar*  
Notarial Seal  
Shelly K. Folmar, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires 09/01/03  
Member, Pennsylvania Association of Notaries

It is hereby certified that the address of the Lender within named is: CLEARFIELD BANK AND TRUST COMPANY  
11 N. SECOND, CLEARFIELD PA. 16830

*Ronald F. Sayers*  
RONALD F. SAYERS  
ASST TREASURER

ALL that certain piece or parcel of land situated, lying and being in the Township of Bradford, County of Clearfield and the State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the northern line of lands of Russell Owens, said pin being the southeast corner of the tract herein described, and being also N 81° 57' West, a distance of 486 feet from a twin oak, said oak being the southeast corner of lands of Randy Maines; thence from beginning of 400.0 feet to an iron pin; thence through lands of the George W. Bock Estate for a new line N 22° 06' East, for a distance of 278.0 feet to a point in the center of an access road and passing through an iron pin 21.76 feet from the end of the line, said point being the northeast corner of the Randy Maines tract; thence along line of lands of Randy Maines S 42° 54' E, for a distance of 428.12 feet to an iron pin and place of beginning. CONTAINING 1.23 acres.



CLEARFIELD BANK & TRUST COMPANY  
11 N. SECOND ST, P O BOX 171  
CLEARFIELD, PA 16830

LENDER'S NAME AND ADDRESS  
"You" means the Lender, its successors and assigns.

TERRY R MAINES

RR 1 BOX 196A  
WOODLAND PA 16881-9772

BORROWER'S NAME AND ADDRESS  
"I" includes each Borrower above, jointly and severally.

Loan Number 791938  
Date 09/04/01  
Maturity Date 09/10/06  
Loan Amount \$ 11,441.76  
Renewal Of

TERMS FOLLOWING A ☒ APPLY ONLY IF CHECKED

NOTE - For value received, I promise to pay to you, or your order, at your address above, the principal sum of: Dollars \$ 11,441.76  
Eleven thousand four hundred forty one & 76/100  
plus interest from SEPTEMBER 10, 2001 at the rate of 9.2500 % per year until SEPTEMBER 10, 2006  
☐ ADDITIONAL FINANCE CHARGE - I also agree to pay a nonrefundable fee of \$ , and it will be ☐ paid in cash. ☐ paid pro rata over the loan term. ☐ withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)  
☐ VARIABLE RATE - The rate above may change so as always to be the following index rate:

The interest rate may not change more than % each  
The annual interest rate in effect on this note will not at any time be more than % or less than %. The interest rate in effect on this note may change (as often as) (assuming there is a change in the base rate) and an increase in the interest rate will cause an increase in ☐ the amount of each scheduled payment. ☐ the amount due at maturity. ☐ the number of payments.

PAYMENT - I will pay this note as follows:

(a) ☐ Interest due:  
Principal due:  
(b) ☒ This note has 60 payments. The first payment will be in the amount of \$ 239.26 and will be due 10/10/01  
A payment of \$ 239.26 will be due on the 10th day of each Month  
thereafter. The final payment of the entire unpaid balance of principal and interest will be due SEPTEMBER 10, 2006

INTEREST - Interest accrues on a Actual/365 basis.  
☐ MINIMUM FINANCE CHARGE - I agree to pay a minimum finance charge of \$ if I pay this loan off before you have earned that much in finance charges.

LATE CHARGE - I agree to pay a late charge on any installment or payment made more than 15 days after it is due equal to 5.000 % of the unpaid amount or \$ 20.00 , whichever is Less

☐ RETURNED CHECK CHARGE - I agree to pay a fee of \$ for each check, negotiable order of withdrawal or draft I issue in connection with this loan that is returned because it has been dishonored.

POST-MATURITY INTEREST - Interest will accrue after maturity on the unpaid balance of this note on the same basis as interest accrues before maturity, unless a specific post-maturity interest rate is agreed to in the next sentence.  
☒ Interest will accrue at the rate of 9.2500 % per year on the balance of this note not paid at maturity, including maturity by acceleration.

THE PURPOSE OF THIS LOAN IS - REFINANCE EXISTING MORTGAGE

SECURITY - You have certain rights that may affect my property as explained on page 3. This loan ☒ is ☐ is not further secured. 09/04/01

(a) ☒ This loan is secured by MORTGAGE, dated 09/04/01  
(b) ☐ Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 3 of this agreement.

This Property will be used for Family/Household purposes.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an itemization of the Amount Financed.
9.2500 e %	\$ 2,914.13 e	\$ 11,441.76	\$ 14,355.89 e	<input checked="" type="checkbox"/> YES - I want an itemization. <input type="checkbox"/> NO - I do not want an itemization.
My Payment Schedule will be:				
Number of Payments	Amount of Payments	When Payments Are Due		
59	\$ 239.26	Monthly Beginning - OCTOBER 10, 2001 e		
1	\$ 239.55	SEPTEMBER 10, 2006		\$ 33.00 Filing Fees
	\$			\$ Nonfiling Insurance
<input type="checkbox"/> This note has a demand feature. <input type="checkbox"/> This note is payable on demand and all disclosures are based on an assumed maturity of one year.				
<input type="checkbox"/> Variable Rate (Check one) <input type="checkbox"/> My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier. <input type="checkbox"/> The annual percentage rate may increase during the term of this transaction if				
Any increase will take the form of				
If the rate increases by % in , the				
will increase to . The rate may not increase more than once , and may not increase more				
than % each . The rate will not go above %.				
Security - I am giving a security interest in: <input checked="" type="checkbox"/> (brief description of other property) RR 1 BOX 196A WOODLAND PA 16881				
<input type="checkbox"/> the goods or property being purchased.				
<input type="checkbox"/> collateral securing other loans with you may also secure this loan.				
<input checked="" type="checkbox"/> my deposit accounts and other rights to the payment of money from you.				
Late Charge - I will be charged a late charge on any payment made more than 15 days after it is due equal to 5.000 % of the unpaid amount or \$ 20.00 , whichever is Less				
Prepayment - If I pay off this note early, I <input type="checkbox"/> may <input checked="" type="checkbox"/> will not have to pay a minimum finance charge.				
<input checked="" type="checkbox"/> If I pay off this note early, I will not be entitled to a refund of part of the additional finance charge.				
<input checked="" type="checkbox"/> Assumption - Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms.				
I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment return				

EXHIBIT

**CREDIT INSURANCE** - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs. See Notice of Proposed Insurance below.

Type	Premium	Term
Credit Life	248.61	60 Months
Credit Disability	618.26	60 Months
Joint Credit Life		

### Joint Disability

Name of Insurer **AMERICAN GENERAL ASSURANCE COMPANY**

☒ I do ☐ do not want credit life insurance.

☒ I do ☐ do not want credit disability insurance.

☐ I do ☒ do not want joint credit life insurance.

☐ I do ☒ do not want Joint Disability insurance.

X Theresa R. Manned DOB 7/06/58

X \_\_\_\_\_ DOB \_\_\_\_\_

**PROPERTY INSURANCE** - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

### ITEMIZATION OF AMOUNT FINANCED

AMOUNT GIVEN TO ME DIRECTLY	\$ _____
AMOUNT PAID ON MY (LOAN) ACCOUNT	\$ _____
AMOUNTS PAID TO OTHERS ON MY BEHALF:	
to Insurance Companies	\$ 866.87
to Public Officials	\$ _____
	\$ _____
	\$ _____
(less) PREPAID FINANCE CHARGE(S)	\$ _____
Amount Financed	\$ 11,441.76

(Add all items financed and subtract prepaid finance charges.)

**SINGLE INTEREST INSURANCE** - I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

### ADDITIONAL TERMS OF THE NOTE

**DEFINITIONS** - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

**APPLICABLE LAW** - This note and any agreement securing this note will be governed by the laws of the state of Pennsylvania. The federal Truth-in-Lending disclosures on page 1 and page 2 are disclosures only and are not intended to be terms of this agreement. The fact that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me. Any provisions that appoints you 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). By exercising any of your rights under this note, you do so for your sole benefit.

**NAME AND LOCATION** - My name and address indicated on page 1 are my exact legal name and my principal residence. I will provide you with at least 30 days notice prior to changing my name or principal residence.

**PAYMENTS** - Each payment I make on this loan will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on the interest rates (if variable) and my payment record. If any payment due under this loan does not equal or exceed the amount of interest due, you may, at your option, increase the amount of the payment due and all future payments to an amount that will pay off this loan in equal payments over the remaining term of this loan.

**PREPAYMENT** - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

**INTEREST** - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If "Variable Rate" is checked on page 1, I will pay interest at the rates in effect from time to time. Decreases in the interest rate for this note will have the opposite effect on payments that increases would have. The interest rate(s) and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan. You will figure a change in the interest rate by using the index rate in effect at the time the interest rate is to change. Changes in the index between scheduled changes in the interest rate will not affect the interest rate. If the index specified on page 1 ceases to exist, I agree that you may substitute a similar index for the original.

**INDEX** - If you and I have agreed that the interest rate on this note will be variable and will be related to an index, then the index you select will function only as a tool for setting the rate on this note. You do not guaranty, by selecting any index, that the interest rate on this note will have a particular relationship to the interest rate you charge on any other loans or any type or class of loans with your other customers.

**ACCRAUAL METHOD** - The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1. For interest calculation, the accrual method will determine the number of days in a year. If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

**POST-MATURITY INTEREST** - Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified on page 1. For purposes of this section, final maturity occurs at the earliest of the following:

- If this loan is payable on demand, on the date you make demand for payment;
- If this loan is payable on demand with alternate payment date(s), on the date you make demand for payment or on the final alternate payment date, whichever is earlier;
- On the date of the last scheduled payment of principal;
- On the date you accelerate the due date of this loan (demand immediate payment); or
- Upon the entry of judgment on this note and applies to amounts owed under this note or under any such judgment until paid in full.

**ADVANCE PROCEDURE AND MEANS** - You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as You and I agree. The advance(s) will occur upon consummation of the loan and as You and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

**REAL ESTATE OR RESIDENCE SECURITY** - If this loan is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, 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 this agreement.

**DEFAULT** - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, I will be in default on this loan and any agreement securing this loan if any one or more of the following occurs:

- I fail to make a payment in full when due;
- I die, am declared incompetent, or become insolvent;

- I fail to keep any promise I have made in connection with this loan;
  - I fail to pay, or keep any other promise on, any other loan or agreement I have with you;
  - I make any written statement or provide any financial information that is untrue or inaccurate at the time it is provided;
  - Any creditor of mine attempts to collect any debt I owe through court proceedings, set-off or self-help repossession;
  - The Property is damaged, destroyed or stolen;
  - I fail to provide any additional security that you may require;
  - Any legal entity (such as a partnership or corporation) that has agreed to pay this note merges, dissolves, reorganizes, ends its business or existence, or a partner or majority stockholder dies or is declared incompetent; or
  - Anything else happens that causes you to believe that you will have difficulty collecting the amount I owe you.
- If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

**REMEDIES** - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, if I am in default on this loan or any agreement securing this loan, you may:

- Make unpaid principal, earned interest and all other agreed charges I owe you under this loan immediately due;
- Use the right of set-off as explained below;
- Demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;
- Make a claim for any and all insurance benefits or refunds that may be available on my default;
- Use any remedy you have under state or federal law; and
- Use any remedy given to you in any agreement securing this loan.

By choosing any one or more of these remedies you do not give up your right to use another remedy later. By deciding not to use any remedy should I be in default, you do not give up your right to consider the event a default if it happens again.

**COSTS OF COLLECTION AND ATTORNEYS' FEES** - I agree to pay you all reasonable costs you incur to collect this debt or realize on any security. This includes, unless prohibited by law, reasonable attorneys' fees. This provision also shall apply if I file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against me by another.

**SET-OFF** - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

- "Right to receive money from you" means:
- Any deposit account balance I have with you;
  - Any money owed to me on an item presented to you or in your possession for collection or exchange; and
  - Any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. 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 exercise of your right of set-off.

**OTHER SECURITY** - Any present or future agreement securing any other debt I owe you also will secure the payment of this loan. Property securing another debt will not secure this loan if such property is my principal dwelling and you fail to provide any required notice of right of rescission. Also, property securing another debt will not secure this loan to the extent such property is in household goods.

**OBLIGATIONS INDEPENDENT** - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, release me or any of us, give up any right you may have against any of us, extend new credit to any of us, or renew or change this note one or more times and for any term, and I will still be obligated to pay this loan. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

**WAIVER** - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

**FINANCIAL STATEMENTS** - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

**PURCHASE MONEY LOAN** - If this is a Purchase Money Loan, you may include the name of the seller on the check or draft for this loan.

# ADDITIONAL TERMS OF THE SECURITY AGREEMENT

**SECURED OBLIGATIONS** - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Property described in this security agreement will not secure other such debts if you fail to give any required notice of the right of rescission with respect to the Property. Also, this security agreement will not secure other debts if this security interest is in household goods and the other debt is a consumer loan. This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement:

(a) Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan; and

(b) Payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

**PROPERTY** - The word "Property," as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word Property includes all my property fitting the general description. Property also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means property that now or later is attached to, is a part of, or results from the Property, and all supporting obligations. "Proceeds" includes anything acquired on the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising out of the Property; and any collections and distributions on account of the Property.

**OWNERSHIP AND DUTIES TOWARD PROPERTY** - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position.

I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

I will not use the Property for a purpose that will violate any laws or subject the Property to forfeiture or seizure.

**INSURANCE** - I agree to buy insurance on the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. You may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in Pennsylvania. The firm will be reasonably acceptable to you. I will keep the insurance until all debts secured by this agreement are paid.

**DEFAULT AND REMEDIES** - If I am in default, in addition to the remedies listed in the note portion of this document and subject to any of the limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph, you may (after giving notice and waiting a period of time, if required by law):

(a) Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to this loan and accrue interest on that amount at the interest rate(s) in effect from time to time, on this note until paid in full;

(b) Require me to gather the Property and any related records and make it available to you in a reasonable fashion;

(c) Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease or dispose of the Property as provided by law. (If the Property includes a manufactured home, you will begin the repossession by giving me notice and an opportunity to cure my default, if required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe you, you may take me to court to recover the difference (to the extent permitted by law); and

(d) Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I agree to inform you in writing of any change in my address.

**FILING** - I authorize you to file a financing statement covering the Property. I agree to comply with and facilitate your requests in connection with obtaining possession of or control over the Property until this security agreement is terminated. A copy of this security agreement may be used as a financing statement when allowed by law.

## THIRD PARTY AGREEMENT

For the purposes of the provisions within this enclosure, "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to the terms of this note and security agreement but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this note or security agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guaranties) for the obligations of any Borrower.

I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.

NAME \_\_\_\_\_

X

## NOTICE TO COSIGNER

You (the cosigner) are being asked to guaranty this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

Attach FTC "Preservation of Consumer Claims and Defenses" Notice if Applicable

(Optional)  
Signed RONALD F. SAYERS For Lender  
Title ASST TREASURER

Signature TERRY R MAINES  
TERRY R MAINES

Signature \_\_\_\_\_

SIGNATURES - I AGREE TO THE TERMS SET OUT ON PAGES 1, 2 AND 3 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.

COSIGNERS - SEE NOTICE ABOVE BEFORE SIGNING.

Signature \_\_\_\_\_

Signature \_\_\_\_\_



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.

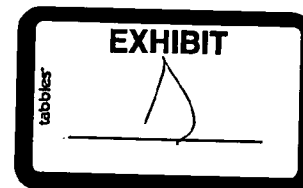
This Notice explains how the program works.

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):	Terry R. Maines
MAILING ADDRESS:	RR 1 Box 196A Woodland PA 16881-9772
LOAN ACCT. NO.:	791938
ORIGINAL LENDER:	Clearfield Bank & Trust Company
CURRENT LENDER/SERVICER:	Clearfield Bank & Trust Company
DATE:	November 12, 2002

### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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



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

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

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

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

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

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

**NATURE OF THE DEFAULT** --- The MORTGAGE debt held by the above lender on your property located at: RR 1 Box 196A Woodland PA 16881

**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:

September, October & November @ \$239.26 = \$717.78

Other charges (explain/itemize): Late Charges of \$23.33

**TOTAL AMOUNT PAST DUE: \$741.11**

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 \$ 741.11**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

N/A

---

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

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



CLEARFIELD BANK & TRUST COMPANY  
11 N. SECOND ST.  
P.O. BOX 171  
CLEARFIELD, PA 16830

ADDRESS SERVICE REQUESTED



7001 1940 0001 9408 6006

CERTIFIED/RETURN RECEIPT

TERRY R. MAINES  
RR 1 BOX 196A  
WOODLAND PA 16881-9772

*Unclaimed*

*Returned 12/4/02  
Sent Certificate of  
Mailing 12/5/02*

*11/11/03*

**CERTIFICATE OF MAILING**

U.S. POSTAL SERVICE  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT  
PROVIDE FOR INSURANCE — POSTMASTER

Received From:

*Clearfield Bank & Trust Co*

*PO Box 28*

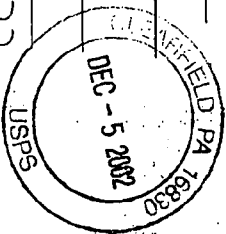
*Sandy Ridge Pa 16679*

One piece of ordinary mail addressed to:

*Terry R Maines*

*RR 1 Box 196A*

*Woodland, PA 16881-9772*

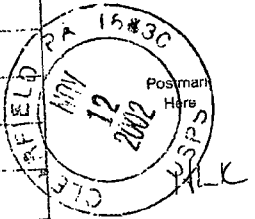


PS Form 3817, Mar. 1989

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

7009 8046 1000 0451 1007

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



Sent to  
*Terry R Maines*  
Street, Apt. No.,  
or PO Box No. *RR 1 Box 196A*  
City, State, ZIP+4 *Woodland PA 16881-9772*

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

**RTS**  
RETURN TO SENDER

**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: 2/13/03

FILED

FEB 25 2003

7/3:32 PM

AnyLink  
Pd-85.00  
1cc staff

  
William A. Shaw  
Notary Public

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

Sheriff Docket # 13728

CLEARFIELD BANK & TRUST COMPANY

03-265-CD

VS.

MAINES, TERRY R.

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**


NOW MARCH 12, 2003 AT 10:03 AM EST SERVED THE WITHIN COMPLAINT ON  
TERRY R. MAINES, DEFENDANT AT RESIDENCE, RR 1, BOX 196A, WOODLAND,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TERRY R. MAINES  
A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE  
FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: NEVLING/MCCLEARY

**Return Costs**


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

**FILED** NO CC  
013:51 BH  
APR 01 2003  
E KPL  
William A. Shaw  
Prothonotary

**Sworn to Before Me This**

1<sup>st</sup> Day Of April 2003  
  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

**So Answers,**

  
Chester A. Hawkins  
Sheriff



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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

TERRY R. MAINES

Defendant

No. 03-265-CD

Type of Pleading: PRAECIPE FOR  
ENTRY OF DEFAULT JUDGMENT

Filed on Behalf of: Plaintiff

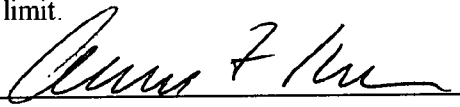
Counsel of Record for this Party:  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893

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

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

TO PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter Default Judgment in the amount of **ELEVEN THOUSAND FOUR HUNDRED SEVENTY-SEVEN AND 10/100 (\$11,477.10)** together with interest and costs of this suit on the above-captioned Defendant due to the Defendant's failure to enter an appearance or file an Answer within the allotted twenty (20) day limit.

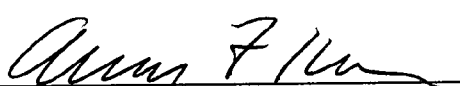
  
Alan F. Kirk, Esquire  
Attorney for the Plaintiff

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 **Terry R. Maines, Defendant, on April 2, 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**

APR 16 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.

TERRY R. MAINES

Defendant

No. 03-265-CD

Type of Pleading: COMPLAINT

Filed on Behalf of: Plaintiff

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

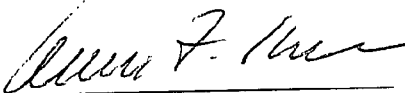
1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

**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: 4-2-03

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

Terry R. Maines, via Certified Mail #7099 3400 0012 4566 6259, RRR and First Class U.S. Mail

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

Article Sent To: Marty R. Manns

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42

Postmark  
 Here

Name (Please Print Clearly) (to be completed by mailer)  
Marty R. Manns  
 Street, Apt. No., or PO Box No.  
Rt 1 Box 196A  
 City, State, Zip+4  
Woodland, PA 16881

6529 9954 2100 0012 4566 6259  
 7099 3400 0012 4566 6259

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


CLEARFIELD BANK AND TRUST COMPANY,	:	No. 03-265-CD
	:	
Plaintiff	:	
	:	Type of Pleading: PRAECIPE FOR
vs.	:	ENTRY OF DEFAULT JUDGMENT
	:	
TERRY R. MAINES	:	Filed on Behalf of: Plaintiff
	:	
	:	
Defendant	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**TO PROTHONOTARY OF CLEARFIELD COUNTY:**

Please Enter Judgment against the above-named Defendants pursuant to the enclosed  
Certificate of Judgment of **Clearfield County Docket No. 03-265-CD** in the principal amount of  
**\$11,477.10** together with interest and costs of suit.

By:

Dated: **April 14, 2003**

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

**FILED**



M 1:45 BA p 2 20.00

APR 16 2003

2CC & Stmt  
to Atty Kirk  
Notice to Def.

William A. Shaw  
Prothonotary

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

COPY

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

TERRY R. MAINES

Defendant

No. 03-265-CD

Type of Pleading: PRAECIPE FOR  
ENTRY OF DEFAULT JUDGMENT

Filed on Behalf of: Plaintiff

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

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

TO: Terry R. Maines, Defendant

Notice is given that a JUDGMENT in the above-captioned matter has been entered  
against you in the amount of \$ 11,477.10 on April 16, 2003.

, Prothonotary

\_\_\_\_\_

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

COPY

Clearfield Bank & Trust Company  
Plaintiff(s)

No.: 2003-00265-CD

Real Debt: \$11,477.10

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Terry R. Maines  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 16, 2003

Expires: April 16, 2008

Certified from the record this 16th day of April, 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