

03-526-CD  
Clearfield Bank and Trust vs. James E. Shomo, et al

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

JAMES E. SHOMO and SANDRA J.  
SHOMO, husband and wife,

Defendants

No. 03-526-CO

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**

APR 09 2003

**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.	:	
JAMES E. SHOMO and SANDRA J. SHOMO, husband and wife,	:	Filed on Behalf of: Plaintiff
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

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IN THE COURT OF COMMON PLEAS OF  
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CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No.  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: COMPLAINT  
JAMES E. SHOMO and SANDRA J. : Filed on Behalf of: Plaintiff  
SHOMO, 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, Esquire, 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 JAMES E. SHOMO and SANDRA J. SHOMO with a residential address of R.R.1, Box 246, Coalport, Pennsylvania 16627, and a commercial address of R.R.1, Box 600, Coalport, Pennsylvania 16627.
3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated September 17, 1998, in the principal amount of

\$100,000.00 a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Volume 1969, Page 97.

4. The said Mortgage is and contains a lien against all those two (2) certain pieces or parcels of land situate in Beccaria Township, Clearfield County, 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 \$ 100,000.00 as set forth in Promissory Note dated September 17, 1998. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

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

7. The Plaintiff has given the Defendants a 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 17, 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	\$ 86,353.11
(b)	Interest per diem of 20.10962 from 3/27/03 to 3/31/03	\$ 80.44
(c)	Late Charges	\$ 349.03
(d)	Satisfaction Fee	\$ 18.50
(e)	Attorney Collection Fee	<u>\$ 8,635.31</u>
<b>FINAL TOTAL</b>		<b>\$ 95,436.39</b>

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$95,436.39** plus interest at 8.50%, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

Date: 4-8-03

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

This Mortgage is made this 17th day of September, 1998 between the Mortgagor James E. Shomo and Sandra J. Shomo, husband and wife, of R.R.#1, Box 246, Coalport, Pennsylvania 16627 (herein "Borrower") and the MORTGAGEE, CLEARFIELD BANK & TRUST COMPANY, a corporation organized and existing under the law of Pennsylvania, whose address is 11 North Second Street, Clearfield, PA 16830 (herein "Lender").

WHEREAS, Borrower and Lender have executed a Promissory Note concurrent herewith providing for a loan to Borrower from Lender of the Principal sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00);

WHEREAS, said loan is also secured by a Promissory Note with Borrower as maker and Lender as holder, of even date herewith (herein "Note") providing for 180 installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 17, 2013.

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

See Attached Schedule "A" and "B"

No. 1) R.R.#1, Route No. 53, Coalport, Beccaria Township, Clearfield County, Pennsylvania 16627 and No. 2)

which has the address of R.R.#1, Box 246 (Street)

Coalport, Pennsylvania 16627  
(City) (Zip Code)

(herein "Property Addresses");

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

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



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

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

BORROWER AND LENDER covenant and agree as follows:

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

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

2. **Application of Payments.**

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

3. **Charges; Liens.**

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

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

4. **Hazard Insurance.**

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

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

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

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

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

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

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

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

7. **Inspection.**

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

8. **Condemnation.**

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

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

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

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

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

14. **Notices.**

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

15. **Governing Law; Severability.**

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

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

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

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

17. **Acceleration; Remedies.**

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

18. **Lender in Possession.**

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

**19. Release.**

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

**20. Purchase Money Mortgage.**

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

**21. Interest Rate After Judgment.**

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

**22. Future Advances.**

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

**23. Environmental Hazards.**

Borrower agrees that Borrower:

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

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

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

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

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

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

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

24. **Riders to this Mortgage.**

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

Adjustable Rate Rider       Condominium Rider

2-4 Family Rider       Graduated Payment Rider

Planned Unit Development Rider

Other(s) [specify]

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

Witnesses:

Raymond J. Winkler

James E. Shomo (Seal)  
Borrower  
JAMES E. SHOMO

Raymond J. Winkler

Sandra J. Shomo (Seal)  
Borrower  
SANDRA J. SHOMO

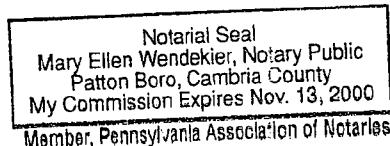
On this, the 17th day of September, 1998,  
before me the undersigned officer, personally appeared James E.  
Shomo and Sandra J. Shomo, husband and wife,  
known to me (or satisfactorily proven) to be the persons whose names  
are \_\_\_\_\_  
subscribed to the within instrument and acknowledged that they  
executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand

and official seal.

Notary Public

My Commission Expires:



I certify that the precise  
address of the within named  
lender is: 11 N. Second Street, P.O.

Box 171, Clearfield, PA 16830

Signature Raymond J. Wendekier,  
Attorney for Mortgagee

ALL those two (2) certain pieces or parcels of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

NO. 1: BEGINNING at a stake on the right-of-way of the old Township Road leading from Flinton to Coalport at a corner of land now or formerly of John Palmer; then along the line of land now or formerly of John Palmer South eighty-five ( $85^0$ ) degrees West a distance of fifty-four and twenty-two hundredths (54.22) feet to a point on the East side of the right-of-way of Pennsylvania State Highway Route No. 53; then crossing Pennsylvania State Highway Route No. 53 to the West side of the same South eighty-five ( $85^0$ ) degrees West for fifty-five (55) feet; then continuing along line of land now or formerly of John Palmer South eighty-five ( $85^0$ ) degrees West a distance of sixty-two and thirty eighty hundredths (62.38) feet to a stake and corner of Parcel No. 2 hereinafter described; then along line of said Parcel No. 2 South ten ( $10^0$ ) degrees East a distance of one hundred seventy-eight (178) feet to a stake on line of land now or formerly of Hegarty Heirs; then along line of land now or formerly of Hegarty Heirs North eighty-three ( $83^0$ ) degrees East a distance of twenty and eight-tenths (20.8) feet to the West side of State Highway Route No. 53; then crossing the East side by the same North eighty-three ( $83^0$ ) degrees East fifty-five (55) feet; then along line of land now or formerly of Harry P. Boone North eighty-three degrees East a distance one hundred nine (109) feet to a stake and corner on the right-of-way of the old Township Road leading from Flinton to Coalport; then along the right-of-way of said Old Township Road North fifteen ( $15^0$ ) degrees West a distance of one hundred seventy-four and five-tenths (174.5) feet to a stake and corner, the place of beginning. Being Parcel No. 1 on the map of survey of G. A. Heil dated December 10, 1956.

NO. 2: BEGINNING at a stake on line of land now or formerly of John Palmer at corner of Parcel No. 1 hereinbefore described; then along said land now or formerly of John Palmer South eighty-five ( $85^0$ ) degrees West a distance eighty-seven (87) feet to a stake on line of land now or formerly of Blake Campbell; then along line of said land now or formerly of Blake Campbell South ten ( $10^0$ ) degrees East a distance of one hundred eighty-one (181) feet to a stake and corner of line of land now or formerly of Hegarty Heirs; then along the line of said land now or formerly of Hegarty Heirs North eighty-three ( $83^0$ ) degrees East a distance of eighty-seven (87) feet to a stake and corner of Parcel No. 1 hereinbefore described; then along the line of said Parcel No. 1 North ten ( $10^0$ ) degrees West a distance of one hundred seventy-eight (178) feet to a stake and corner, the place of beginning. Being Parcel No. 2 on map of survey of G. A. Heil dated December 10, 1956.

All that certain piece or parcel of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING at an iron pin on the westerly line of an access road and on the line of lands now or formerly of Younkin; thence along the line of said Younkin lands South 70° 25' West 342.90 feet to an iron pin on line of lands now or formerly of Noel; thence along the line of said Noel lands South 10° 26' East 447.77 feet to an existing iron pin on line of lands now or formerly of Gill; thence along the line of said Gill lands South 82° 12' East 351.54 feet to an existing iron pin on line of lands now or formerly of Beers; thence along the line of said Beers lands and through an iron pin North 10° West 612.22 feet to an iron pin, the place of beginning. Containing 4.092 acres.**

Schedule "B"

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

9-17-98

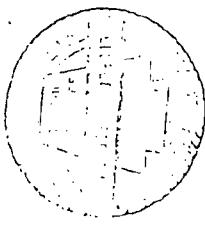
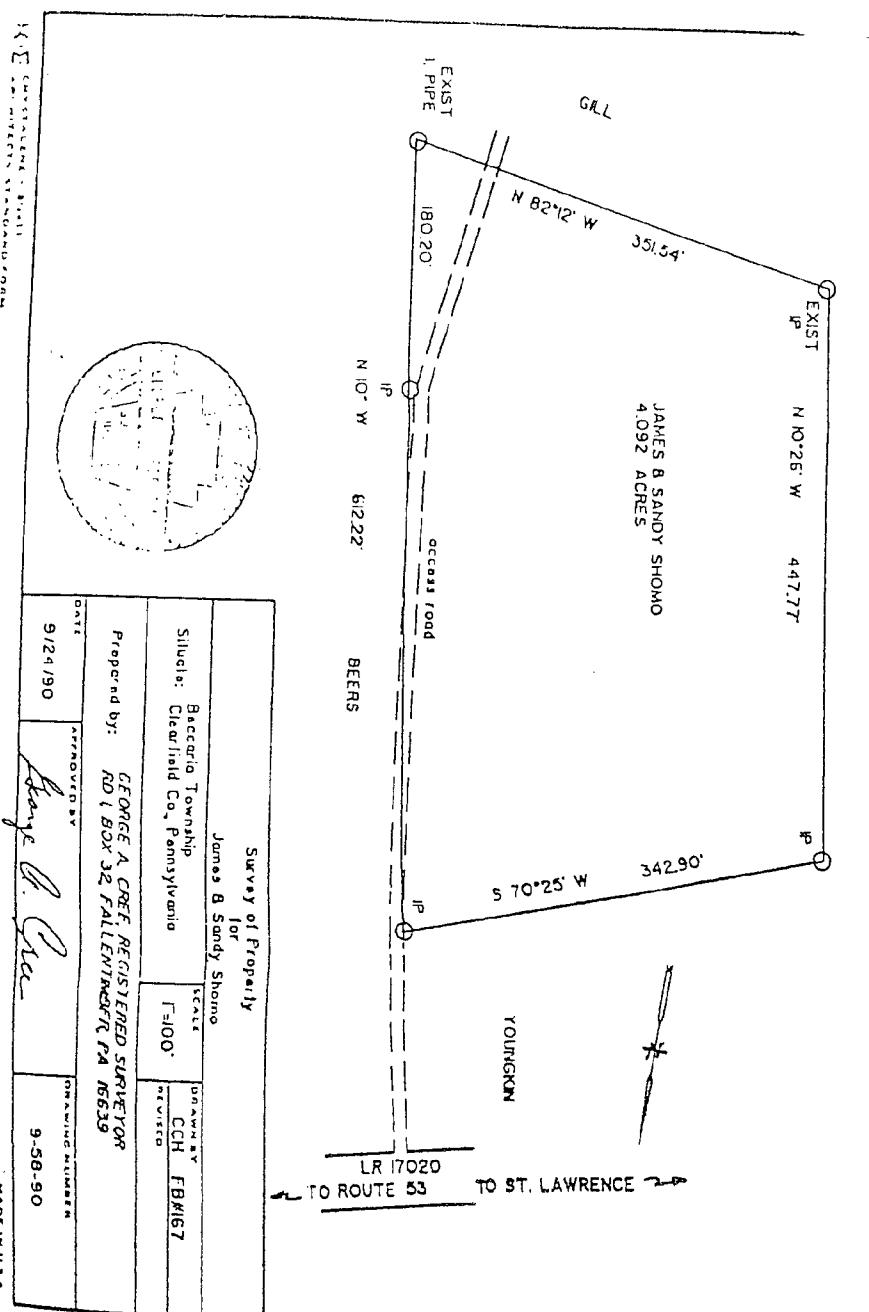


*Karen L. Stark*

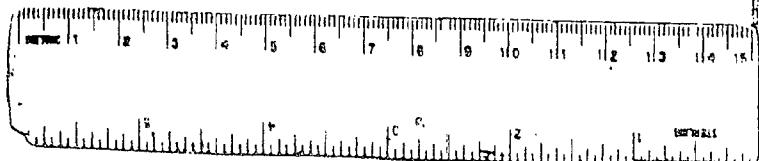
Karen L. Stark  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:04 P.M.  
BY Raymond Wendtke  
FEES 31.50  
Karen L. Stark, Recorder

VOL 1989 PAGE 108



Survey of Property			
For			
James B. Sandy, Shano			
Section:	Baccario Township	Scale	Drawn by
Subsection:	Clearfield Co., Pennsylvania	1:100	CCH FB#167
Prepared by:	GEORGE A. CREE, REGISTERED SURVEYOR RD 1, BOX 32, FAIRFIELD TOWNSHIP, PA 16639		
Date	APPROVED BY	RECORDING	RECORDED
9/24/90	<i>George A. Cree</i>	9-58-90	



Entered on Record 9-17 1998, 2:04 PM Karen L. Starck, Rec.

1382 168

This Indenture,

MADE the 18<sup>th</sup> day of January  
in the year nineteen hundred and ninety-one (1991)

BETWEEN MERLE H. BLOOM and LINCA L. BLOOM, husband and wife, of Star Route, Box 78D, Madera, Pennsylvania 16661, parties of the first part, Grantors,

A N D

JAMES E. SHOMO and SANDRA J. SHOMO, husband and wife, as tenants by the entireties, of R. D. #1, Box 246, Coalport, Pennsylvania 16627, parties of the second part, Grantees,

WITNESSETH, that in consideration of FIFTY-FOUR THOUSAND NINE HUNDRED  
(\$54,900.00) DOLLARS, in hand paid, the receipt whereof is hereby  
acknowledged, the said Grantors do hereby grant and convey to the said  
Grantee, as tenants by the entireties,

ALL that certain piece or parcel of land situate in the Township of Beccaria, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the westerly line of an access road and on the line of lands now or formerly of Youngkin; thence along the line of said Youngkin lands South  $70^{\circ} 25'$  West 342.90 feet to an iron pin on line of lands now or formerly of Noel; thence along the line of said Noel lands South  $10^{\circ} 26'$  East 447.77 feet to an existing iron pin on line of lands now or formerly of Gill; thence along the line of said Gill lands South  $82^{\circ} 12'$  East 351.54 feet to an existing iron pin on line of lands now or formerly of Beers; thence along the line of said Beers lands and through an iron pin North  $10^{\circ}$  West 612.22 feet to an iron pin, the place of beginning. Containing 4.092 acres all as is more fully shown on a survey prepared by George A. Cree, R.S. and dated September 24, 1990, a copy of which survey is attached hereto and made a part hereof.

BEING the same premises which vested in Merle H. Bloom and Linda L. Bloom, his wife, by deed of Donald C. Youngkin and Irma L. Youngkin, his wife, dated June 5, 1987, and recorded in the Clearfield County Recorder's Office in Deeds and Records Book Volume 1163 at page 097 on June 10, 1987.

ALSO BEING the same premises which were subject to an Action to Quiet Title filed to Clearfield County No. 90-1867-CD by the Grantors herein. A final Order dated December 3, 1990 quieted the title to the above premises and no ejectment action having been filed against the Grantors prior thereto, a copy was duly certified by the Prothonotary for said County on January 7, 1991, and filed as and for a conveyance of the within noted Defendants' rights to and in favor of Grantors herein in the Clearfield County Recorder's Office in Deeds and Records Book Volume 1380 at page 301 on January 7, 1991.



DEED

Made the 17th day of September in the year of Nineteen Hundred and Ninety Eight,

BETWEEN SAMUEL W. DIEHL and CAROL P. DIEHL, husband and wife, of Box 156, R.D.#2, Curwensville, Clearfield County, Pennsylvania 16833, GRANTORS,

AND

JAMES E. SHOMO and SANDRA J. SHOMO, husband and wife, of R.R.#1, Box 246, Coalport, Clearfield County, Pennsylvania 16627, GRANTEEES.

WITNESS, that in consideration of ONE HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$125,000.00), the receipt of such consideration having been acknowledged, the GRANTORS grant and convey to the GRANTEEES, their heirs and assigns,

ALL those two (2) certain pieces or parcels of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

NO. 1: BEGINNING at a stake on the right-of-way of the old Township Road leading from Clinton to Coalport at a corner of land now or formerly of John Palmer; then along the line of land now or formerly of John Palmer South eighty-five (85°) degrees West a distance of fifty-four and twenty-two hundredths (54.22) feet to a point on the East side of the right-of-way of Pennsylvania State Highway Route No. 53; then crossing Pennsylvania State Highway Route No. 53 to the West side of the same South eighty-five (85°) degrees West for fifty-five (55) feet; then continuing along line of land now or formerly of John Palmer South eighty-five (85°) degrees West a distance of sixty-two and thirty eight hundredths (62.38) feet to a stake and corner of Parcel No. 2 hereinafter described; then along line of said Parcel No. 2 South ten (10°) degrees East a distance of one hundred seventy-eight (178) feet to a stake on line of land now or formerly of Hegarty Heirs; then along line of land now or formerly of Hegarty Heirs North eighty-three (83°) degrees East a distance of twenty and eight-tenths (20.8) feet to the West side of State Highway Route No. 53; then crossing the East side by the same North eighty-three (83°) degrees East fifty-five (55) feet; then along line of land now or formerly of Harry P. Boone North eighty-three degrees East a distance one hundred nine (109) feet to a stake and corner on the right-of-way of the old Township Road leading from Clinton to Coalport; then along the right-of-way of said Old Township Road North fifteen

(15°) degrees West a distance of one hundred seventy-four and five-tenths (174.5) feet to a stake and corner, the place of beginning. Being Parcel No. 1 on the map of survey of G. A. Heil dated December 10, 1956.

NO. 2: BEGINNING at a stake on line of land now or formerly of John Palmer at corner of Parcel No. 1 hereinbefore described; then along said land now or formerly of John Palmer South eighty-five (85°) degrees West a distance eighty-seven (87) feet to a stake on line of land now or formerly of Blake Campbell; then along line of said land now or formerly of Blake Campbell South ten (10°) degrees East a distance of one hundred eighty-one (181) feet to a stake and corner of line of land now or formerly of Hegarty Heirs; then along the line of said land now or formerly of Hegarty Heirs North eighty-three (83°) degrees East a distance of eighty-seven (87) feet to a stake and corner of Parcel No. 1 hereinbefore described; then along the line of said Parcel No. 1 North ten (10°) degrees West a distance of one hundred seventy-eight (178) feet to a stake and corner, the place of beginning. Being Parcel No. 2 on map of survey of G. A. Heil dated December 10, 1956.

UNDER AND SUBJECT TO:

- (a) The Notice of Condemnation and the terms thereof which is recorded in Clearfield County in Deeds and Record Book Volume 1574, Page 402, et seq.
- (b) The Right-of-Way Easement recorded in Clearfield County in Deeds and Record Book Volume 1573, Page 528.
- (c) Any and all exceptions, reservations, covenants, agreements, conveyances and restrictions which affect the premises and are visible by inspection of the premises.
- (d) Any and all exceptions, reservations, covenants, agreements, conveyances and restrictions contained in any and all prior deeds, grants and conveyances affecting the premises.

BEING THE SAME PREMISES TITLE TO WHICH became vested in Samuel W. Diehl and Carol P. Diehl, husband and wife, by deed of Alexander Ballarotto and Deborah A. Ballarotto, husband and wife, dated November 14, 1994 and recorded in Clearfield County in Deeds and Record Book Volume 1643, Page 457.

GRANTORS state that the above property is not presently being used, nor to the best of their knowledge, information and belief, has it ever been used for the disposal of hazardous wastes. This statement is made in compliance with the Solid Waste Management Act No. 1980-97, Section 405.

## NOTICE

The undersigned grantee (grantees) hereby certifies that he/they know and understand that he/they may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal.

Witness signatures of grantee (grantees) this 17th day of September, 1998

Raymond Wendtke ..... (SEAL)  
 Witness ..... (SEAL)  
 Sandra J. Thorne ..... (SEAL)

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

The GRANTORS covenant and agree to **GENERALLY WARRANT** the premises conveyed.

The GRANTORS have signed, sealed and delivered this instrument in the presence of witnesses the 17th day of September, 1998.

Signed, sealed and delivered  
in the presence of

Raymond Wendtke ) Samuel W. Diehl (SEAL)  
 ) SAMUEL W. DIEHL

Raymond Wendtke ) Carol P. Diehl (SEAL)  
 ) CAROL P. DIEHL

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



John J. Stora

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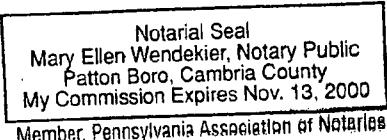
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE

ACKNOWLEDGMENT

State of Pennsylvania )  
                         ) ss  
County of Cambria )

On this the 17th day of September, 1998, before me,  
a notary public, the undersigned officer, personally appeared SAMUEL W.  
DIEHL and CAROL P. DIEHL, husband and wife, known to me (or satisfactorily proven) to be  
the persons whose names are subscribed to the within instrument and acknowledged that they  
executed the same for the purposes contained herein.

In witness whereof, I hereunto set my hand and official seal.



Mary Ellen Wendekier  
NOTARY PUBLIC

CERTIFICATE OF RESIDENCE

I certify that the precise address of the GRANTEES is R.R.#1, Box 246, Coalport,  
Pennsylvania 16627.

THE LAW OFFICE OF RAYMOND J. WENDEKEIR

September 17, 1998

BY: Raymond J. Wendekier  
ATTORNEY FOR THE GRANTEES

Commonwealth of Pennsylvania )  
                                 ) ss  
County of Clearfield )

Recorded on this 17 day of September, 1998 in the Recorder's Office of  
Clearfield County, in Deeds and Record Book Volume 1, Page 1.

Given under my hand and the seal of said Office, the date written above.

RECODER

DUBOIS AREA SCHOOL DISTRICT

1% REALTY TRANSFER TAX

AMOUNT \$ 1,050.00

PAID 9/17/98

KAREN L. STARCK

Date

Agent

*9-17-98*

CLEARFIELD COUNTY  
ENTERED OF RECORD.

TIME 3:03 PM

BY Raymond Wendekier

FEES 15.50

Karen L. Starck, Recorder



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

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

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

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

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



Established 1902

Main Bank

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

## ACT 91 NOTICE

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

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

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

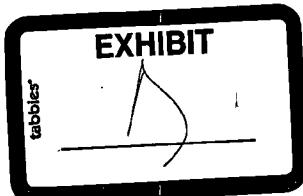
This Notice explains how the program works.

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

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

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

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



Full Service Branches:

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

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

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

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

**PHILIPSBURG**  
IRWIN DRIVE EXTENSION  
PHILIPSBURG, PA 16866  
(814) 342-5750  
FAX (814) 342-7321

HOMEOWNER'S NAME(S):	Sandra J. Shomo James E. Shomo
MAILING ADDRESS:	RR 1 Box 246 Coalport PA 16627-9730
LOAN ACCT. NO.:	30412146
ORIGINAL LENDER:	Clearfield Bank & Trust Company
CURRENT LENDER/SERVICER:	Clearfield Bank & Trust Company
DATE:	January 28, 2003

#### 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: Commercial Property - RD 1 Box 600, Coalport (Rainbow Inn)  
Residence - RR 1 Box 246, Coalport

**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:

November, December & January @ \$985.01 = \$2,955.03

Other charges (explain/itemize): Late Charges of \$250.53

**TOTAL AMOUNT PAST DUE: \$3,205.56**

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 \$ 3,205.56**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

N/A

---

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

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

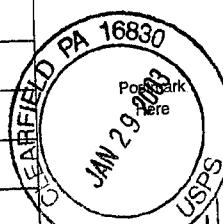
Credit Counselors of PA  
401 Wood Street, Suite 906  
Pittsburgh, PA 15222  
(412) 338-9954 or 1 (800) 737-2933  
FAX (412) 338-9963

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature  <input checked="" type="checkbox"/> Sandra J. Shomo</p> <p>B. Received by (Printed Name)  <input checked="" type="checkbox"/> Sandra J. Shomo</p> <p>C. Date of Delivery  <input checked="" type="checkbox"/> 2-1-0</p> <p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes  If YES, enter delivery address below:  5 LYLE LANE  COALPORT PA 16627</p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail   <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered   <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail   <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>1. Article Addressed to:</p> <p>Sandra J. Shomo  RE 1 Box 246  Coalport PA 16627-9930</p> <p>HAK</p>			

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1

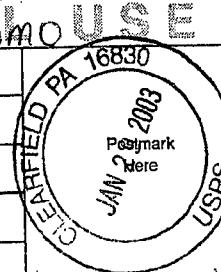
<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature <i>Sandra J Shomo</i></p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Address</p> <p>B. Received by (Printed Name) <i>Sandra J Shomo</i></p> <p>C. Date of Delivery <i>2-1-03</i></p> <p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No <i>5 Lyle Lane COALPORT PA 16627</i></p>	
<p>1. Article Addressed to:</p> <p><i>James E Shomo R.R. Box 246 Coalport PA 16627-9730</i></p> <p><i>JK</i></p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

2. 7002 2030 0000 6874 5129  
RS Form 3811, August 2001 Domestic Return Receipt 102595-02-M

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICE USE ONLY	
James	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
 HJK	
Sent To	
James E Shomo	
Street, Apt. No.; or PO Box No.	
Rt 1 Box 246	
City, State, ZIP+4	
Coalport PA 16627-9930	

PS Form 3800, June 2002  
See reverse for instructions

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
Sandra J Shomo	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



**20022**

**Sent To** Sandra J Shomo

Street, Apt. No.;  
or PO Box No. **LP 18 N 246**

City, State, ZIP+4 **Coalport PA 16627-9730**

PSF Form 800, June 2001

For instructions see reverse side

**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: 4/9/03

FILED

APR 09 2003

2:10

William A. Shaw  
Prothonotary

2 cc to attorney

**In The Court of Common Pleas of Clearfield County, Pennsylvania**  
**CLEARFIELD BANK & TRUST COMPANY**  
**VS.**  
**SHOMO, JAMES E. & SANDRA J.**  
**COMPLAINT**

**Sheriff Docket # 13919**

**03-526-CD**

**SHERIFF RETURNS**

NOW APRIL 29, 2003 AT 9:50 AM SERVED THE WITHIN COMPLAINT ON SANDRA J. SHOMO, DEFENDANT AT RESIDENCE, RR 1, BOX 246, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SANDRA SHOMO A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MCCLEARY/NEVLING

NOW APRIL 29, 2003 AT 9:50 AM SERVED THE WITHIN COMPLAINT ON JAMES E. SHOMO, DEFENDANT AT RESIDENCE, RR 1, BOX 246, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SANDRA SHOMO, WIFE/DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MCCLEARY/NEVLING

**FILED**

*WS*  
MAY 19 2003  
6/2/45  
William A. Shaw  
Prothonotary/Clerk of Courts

---

**Return Costs**

<b>Cost</b>	<b>Description</b>
44.53	<b>SHERIFF HAWKINS PAID BY: atty ck# 172</b>
20.00	<b>SURCHARGE PAID BY: ATTY CK# 173</b>

---

**Sworn to Before Me This**

*19* Day Of *May* 2003

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

**So Answers,**

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

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

JAMES E. SHOMO AND  
SANDRA J. SHOMO

Defendants

: No. 03-526-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

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. 03-526-CD in the principal amount of  
\$95,436.39 together with interest and costs of suit.

By:

*Alan F. Kirk*

Dated: August 5, 2003

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

FILED

AUG 25 2003  
2003-08-25  
William A. Shaw  
Prothonotary/Clerk of Courts

NOTICE TO DEFENDANT  
STATEMENT TO ATTORNEY

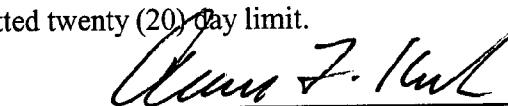
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 03-526-CD
Plaintiff	:	
vs.	:	Type of Pleading: PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT
JAMES E. SHOMO AND SANDRA J. SHOMO	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

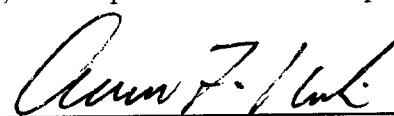
**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

TO PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter Default Judgment in the amount of **NINETY-FIVE THOUSAND FOUR HUNDRED THIRTY-SIX AND 39/100 (\$95,436.39) 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 Defendants on **May 28, 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.

  
\_\_\_\_\_  
Alan F. Kirk, Esquire

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

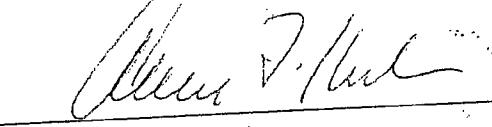
CLEARFIELD BANK & TRUST : No. 03-526-CD  
COMPANY, :  
Plaintiff :  
: :  
v. :  
JAMES E. SHOMO and SANDRA J. :  
SHOMO, husband and wife, :  
Defendants :  
:

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:

PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
230 E. MARKET STREET  
CLEARFIELD, PA 16830  
Telephone: (814)765.2641

Date: 5/28/03

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

James E. Shomo-Certified Mail #7099 3400 0012 4564 9665 & First Class U.S. Mail, RRR  
Sandra J. Shomo - Certified Mail #7099 3400 0012 4564 9689 & First Class U.S. Mail, RRR

copy to: David Thompson, Esquire

- 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:

Ms. Sandra J. SHOMO  
RR1, BOX 246  
COALPORT, PA 16627

A. Signature

X

Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

5 LYLE LN.  
COALPORT PA 16627

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)

1099 3400 0013 4564 9689

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

**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:

Mr. Janus E. SHOMO  
RR1, BOX 246  
COALPORT, PA 16627

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

5 LYLE LN.  
COALPORT PA 16627

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)

1099 3400 0013 4564 9665

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

**CERTIFIED MAIL RECEIPT**  
 Domestic Mail - Postage and Local Coverage Required  
 Article Section 3400

3400 9689  
 Name *Mills E. Shimo* (Please Print Clearly)  
 Street: *100 R. 10th or P.O. Box 744*  
 City: *Buffalo, NY 14207*

Postage	\$ .37
Certified Fee	\$ 1.75
(Endorsement Required)	\$ 2.30
Restricted Delivery Fee	\$ .00
(Endorsement Required)	\$ .00
Total Postage & Fees	\$ 4.42

PS Form 3600 July 1999  
 See Reverse for Instructions

Postmark Here  
 (Circular Postmark)

**U.S. POSTAL SERVICE  
 CERTIFIED MAIL RECEIPT**  
 Domestic Mail - Postage and Local Coverage Required

Article Section 3400  
*Mills E. Shimo*

Postage	\$ .37
Certified Fee	\$ 1.75
Return Receipt Fee	\$ .30
(Endorsement Required)	\$ .00
Restricted Delivery Fee	\$ .00
(Endorsement Required)	\$ .00
Total Postage & Fees	\$ 4.42

Please Print Clearly  
 Stamp Here  
 Box 744  
 City Park  
 Buffalo, NY 14207  
 PS Form 3600 July 1999  
 See Reverse for Instructions



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

CLEARFIELD BANK AND TRUST : No. 03-526-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: PRAECIPE FOR ENTRY  
JAMES E. SHOMO AND : OF DEFAULT JUDGMENT  
SANDRA J. SHOMO :  
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

TO: **JAMES E. SHOMO**  
**5 Kyle Lane**  
**Coalport, PA 16627**

Notice is given that a JUDGMENT in the above-captioned matter has been entered  
against you in the amount of \$ 95,436.39 on Aug 25, 2001.

, Prothonotary

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

CLEARFIELD BANK AND TRUST : No. 03-526-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: PRAECIPE FOR ENTRY  
JAMES E. SHOMO AND : OF DEFAULT JUDGMENT  
SANDRA J. SHOMO :  
Defendants :

TO: **SANDRA J. SHOMO**  
**5 Kyle Lane**  
**Coalport, PA 16627**

Notice is given that a JUDGMENT in the above-captioned matter has been entered  
against you in the amount of \$ 95,436.39 on Aug. 25, 2007.

, Prothonotary

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

Clearfield Bank & Trust Company  
Plaintiff(s)

No.: 2003-00526-CD

Real Debt: \$95,436.39

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

James E. Shomo  
Sandra J. Shomo  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 25, 2003

Expires: August 25, 2008

Certified from the record this August 25, 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  
CIVIL DIVISION

FILED

NOV 05 2003

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 03-328-CD	William A. Shaw Prothonotary/Clerk of Courts
Plaintiff	:	Type of Pleading: WRIT OF EXECUTION	
vs.	:		
RICHARD M. SWATSWORTH AND MARGARET A. BUMBARGER SWATSWORTH	:	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	

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

Issue writ of execution in the above matter,

Amount due: **\$63,422.47**

*Prothonotary costs \$125.00*  
Plus continuing interest on the principal balance from April 16, 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 Praeclipe is based on a Default Judgment. The Prothonotary is authorized to issue the Praeclipe 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*

---

Alan F. Kirk, Esquire  
Attorney for Plaintiff

LEGAL DESCRIPTION - EXHIBIT 'A'

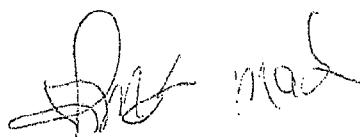
ALL those certain pieces or parcels of land situate in Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at an iron pin and southwest corner of a 1.99 acre parcel of land now or formerly of Emery Swoope and Iva Swoope at the line of land now or formerly of Wayne U. Shirey; thence North eighty-five (85) degrees ten (10) minutes West along said Shirey land three hundred fifty-nine and eighty-tenths (359.8) feet to an iron pin; thence North eighty (8) degrees ten minutes East through land now or formerly of Albert Welker and Geraldine J. Welker seven hundred eighty-four and nine-tenths (784.9) feet to an iron pin; thence South fifty-six (56) degrees forty-six (46) minutes East still through land now or formerly of Albert Welker and Geraldine J. Welker one hundred seventy-five and one-tenth (175.1) feet to an iron pin; thence South eighteen (18) degrees forty-six (46) minutes East still through land now or formerly of Albert Welker and Geraldine J. Welker four hundred forty-two and eight-tenths (442.8) feet to an iron pin and northwest corner of the 1.99 acre parcel of land now or formerly of Emery Swoope and Iva Swoope; thence South eight (8) degrees ten (10) minutes West along said 1.99 acre parcel two hundred ninety-five (295) feet to an iron pin and place of beginning. Containing five (5) acres.

EXCEPTING and RESERVING a sixteen (16) foot wide access right-of-way leading from Township Road T-611 across the above described five (5) acres to the 1.99 acre parcel now or formerly of Emery Swoope and Iva Swoope.

THE SECOND THEREOF: BEGINNING at an iron pin and northeast corner of a five (5) acre lot now or formerly of Virginia E. Jordan; thence North 8 degrees 10 minutes East along a 0.35 acre intended to be conveyed to said Jordan and crossing Township Road T-611 one hundred and eighty-four and two-tenths (184.2) feet to an iron pin at the base of a 12" hemlock at line of land now or formerly of the Woolridge Coal Co.; thence South 69 degrees 50 minutes East along said Woolridge land four hundred and forty-five and nine tenths (445.9) feet to a point and northeast corner of land now or formerly of Edward and Pearle Blimline; thence South 36 degrees 48 minutes West along said Blimline land and crossing Township Road T-611 and passing through an iron pin on south side of said road thirty-seven and four tenths (37.4) feet from the beginning of this course for a total course distance of two hundred and twenty-six and four tenths (226.4) feet to an iron pin and stones; thence South 66 degrees 17 minutes East still along Blimline land three hundred and thirty-eight and five tenths (338.5) feet to an iron pin and stones at the line of the Woolridge Coal Co.; thence South 8 degrees 10 minutes West along said Woolridge line two hundred and fifty-three and seven tenths (253.7) feet to an iron pin and Northeast corner of land now or formerly of Emery and Iva Swoope; thence North 85 degrees 10 minutes West along line of said Swoope two hundred and ninety-five (295.0) feet to an iron pin at line of five (5) acre lot now or formerly of Irvin; thence North 18 degrees 46 minutes West along now or formerly Irvin's 5 acre lot four hundred and forty-two and eight tenths (442.8) feet to an iron pin; thence North 56 degrees 46 minutes West still along Irvin's land one hundred seventy-five and one-tenths (175.1) feet to an iron pin and place of beginning, containing 4.75 acres of which 0.33 is considered road right-of-way.

BEING the same premises as were conveyed to Richard M. Swatsworth and Margaret A. Swatsworth, husband and wife, by deed of Margaret A. Bumbarger, now by marriage Margaret A. Swatsworth, dated December 3, 1999 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 1999 206 21



**EXHIBIT "B":**

**AFFIDAVIT PURSUANT TO RULE 3129.1**

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

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

Richard M. Swatsworth  
Margaret A. Bumbarger Swatsworth  
RR1, Box 124  
Woodland, PA 16881

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

Richard M. Swatsworth  
Margaret A. Bumbarger Swatsworth  
RR1, Box 124  
Woodland, PA 16881

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

Clearfield Bank and Trust Company  
11 North Second Street, P.O. Box 171  
Clearfield, PA 16830

Reckart Equipment  
c/o Swatsworth Logging  
RD  
Clearfield, PA 16830

Commonwealth of Pennsylvania  
Department of Revenue  
345 Main Street, 3<sup>rd</sup> Floor  
Johnstown, PA 15901-1641

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

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

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: 1/13-03

*Alan F. Kirk*

---

Alan F. Kirk, Esq.  
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST : No. 03-328-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: WRIT OF EXECUTION  
RICHARD M. SWATSWORTH AND : Filed on Behalf of: Plaintiff  
MARGARET A. BUMBARGER :  
SWATSWORTH :  
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 \_\_\_\_\_  
\_\_\_\_\_, 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

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 03-328-CD
Plaintiff	:	
vs.	:	Type of Pleading: WRIT OF EXECUTION
RICHARD M. SWATSWORTH AND MARGARET A. BUMBARGER SWATSWORTH	:	Filed on Behalf of: Plaintiff
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

WRIT OF EXECUTION  
NOTICE

**TO: Richard M. Swatsworth**  
**Margaret A. Bumbarger Swatsworth**  
**RR1, Box 124**  
**Woodland, PA 16881**

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 : No. 03-328-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: WRIT OF EXECUTION  
RICHARD M. SWATSWORTH AND : Filed on Behalf of: Plaintiff  
MARGARET A. BUMBARGER :  
SWATSWORTH :  
Defendants :

**CLAIM FOR EXEMPTION**

To the Sheriff:

I, the above named Defendants, **RICHARD M. SWATSWORTH and MARGARET A. BUMBARGER SWATSWORTH**, 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: \_\_\_\_\_

**THIS CLAIM TO BE FILED WITH THE OFFICE OF**  
**THE SHERIFF OF CLEARFIELD COUNTY:**  
**CLEARFIELD COUNTY COURTHOUSE**

**(814)765.2641**

**FILED**

RECEIVED  
NOV 05 2003

accordance with attached property descr.

William A. Shaw  
Prothonotary/Clerk of Courts  
Attn: pd. 2000

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

Clearfield Bank and Trust Company

Vs.

NO.: 2003-00328-CD

**COPY**

Richard M. Swatsworth and  
Margaret A Bumbarger Swatsworth

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due CLEARFIELD BANK AND TRUST COMPANY, Plaintiff(s) from RICHARD M. SWATSWORTH and MARGARET A BUMBARGER SWATSWORTH, , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description
- (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: \$63,422.47  
INTEREST on the principal balance from April 16,  
2003  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 11/05/2003

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

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

\_\_\_\_\_  
Sheriff

---

William A. Shaw  
Prothonotary/Clerk Civil Division

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

LEGAL DESCRIPTION - EXHIBIT 'A'

ALL those certain pieces or parcels of land situate in Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

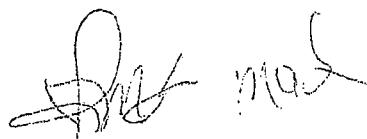
THE FIRST THEREOF: BEGINNING at an iron pin and southwest corner of a 1.99 acre parcel of and now or formerly of Emery Swoope and Iva Swoope at the line of land now or formerly of Wayne U. Shirey; thence North eighty-five (85) degrees ten (10) minutes West along said Shirey land three hundred fifty-nine and eighty-tenths (359.8) feet to an iron pin; thence North eighty (8) degrees ten minutes East through land now or formerly of Albert Welker and Geraldine J. Welker seven hundred eighty-four and nine-tenths (784.9) feet to an iron pin; thence South fifty-six (56) degrees forty-six (46) minutes East still through land now or formerly of Albert Welker and Geraldine J. Welker one hundred seventy-five and one-tenth (175.1) feet to an iron pin; thence South eighteen (18) degrees forty-six (46) minutes East still through land now or formerly of Albert Welker and Geraldine J. Welker four hundred forty-two and eight-tenths (442.8) feet to an iron pin and northwest corner of the 1.99 acre parcel of land now or formerly of Emery Swoope and Iva Swoope; thence South eight (8) degrees ten (10) minutes West along said 1.99 acre parcel two hundred ninety-five (295) feet to an iron pin and place of beginning. Containing five (5) acres.

EXCEPTING and RESERVING a sixteen (16) foot wide access right-of-way leading from Township Road T-611 across the above described five (5) acres to the 1.99 acre parcel now or formerly of Emery Swoope and Iva Swoope.

THE SECOND THEREOF: BEGINNING at an iron pin and northeast corner of a five (5) acre lot now or formerly of Virginia E. Jordan; thence North 8 degrees 10 minutes East along a 0.35 acre intended to be conveyed to said Jordan and crossing Township Road T-611 one hundred and eighty-four and two-tenths (184.2) feet to an iron pin at the base of a 12" hemlock at line of land now or formerly of the Woolridge Coal Co.; thence South 69 degrees 50 minutes East along said Woolridge land four hundred and forty-five and nine tenths (445.9) feet to a point and northeast corner of land now or formerly of Edward and Pearle Blimline; thence South 36 degrees 48 minutes West along said Blimline land and crossing Township Road T-611 and passing through an iron pin on south side of said road thirty-seven and four tenths (37.4) feet from the beginning of this course for a total course distance of two hundred and twenty-six and four tenths (226.4) feet to an iron pin and stones; thence South 66 degrees 17 minutes East still along Blimline land three hundred and thirty-eight and five tenths (338.5) feet to an iron pin and stones at the line of the Woolridge Coal Co.; thence South 8 degrees 10 minutes West along said Woolridge line two hundred and fifty-three and seven tenths (253.7) feet to an iron pin and Northeast corner of land now or formerly of Emery and Iva Swoope; thence North 85 degrees 10 minutes West along line of said Swoope two hundred and ninety-five (295.0) feet to an iron pin at line of five (5) acre lot now or formerly of Irvin; thence North 18 degrees 46 minutes West along now or formerly Irvin's 5 acre lot four hundred and forty-two and eight tenths (442.8) feet to an iron pin; thence North 56 degrees 46 minutes West still along Irvin's land one hundred seventy-five and one-tenths (175.1) feet to an iron pin and place of beginning, containing 4.75 acres of which 0.33 is considered road right-of-way.

BEING the same premises as were conveyed to Richard M. Swatsworth and Margaret A. Swatsworth, husband and wife, by deed of Margaret A. Bumbarger, now by marriage Margaret A. Swatsworth, dated December 3, 1999 and entered for record in the Recorder's Office of Clearfield County to Instrument No.

1999 206 21



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

CLEARFIELD BANK AND TRUST : No. 03-526-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: WRIT OF EXECUTION  
JAMES E. SHOMO AND : Filed on Behalf of: Plaintiff  
SANDRA J. SHOMO :  
Defendants :  
: Counsel of Record for this Party:  
: ALAN F. KIRK, ESQUIRE  
: Supreme Court # 36893  
: 1375 Martin Street, Suite 204  
: State College, PA 16803  
: (814) 234.2048

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

FILED

NOV 05 2003

Issue writ of execution in the above matter,

William A. Shaw  
Prothonotary/Clerk of Courts

Amount due: **\$95,436.39**

*Prothonotary costs: \$125.00*

Plus continuing interest on the principal balance from August 25, 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

EXHIBIT "A":

ALL that certain piece or parcel of land situate in the Township of Beccaria, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the westerly line of an access road and on the line of lands now or formerly of Youngkin; thence along the line of said Youngkin lands South 70° 25' West 342.90 feet to an iron pin on line of lands now or formerly of Noel; thence along the line of said Noel lands South 10° 26' East 447.77 feet to an existing iron pin on line of lands now or formerly of Gill; thence along the line of said Gill lands South 82° 12' East 351.54 feet to an existing iron pin on line of lands now or formerly of Beers; thence along the line of said Beers lands and through an iron pin North 10° West 612.22 feet to an iron pin, the place of beginning. Containing 4.092 acres all as is more fully shown on a survey prepared by George A. Cree, R.S. and dated September 24, 1990, a copy of which survey is attached hereto and made a part hereof.

DEED

Made the 17th day of September in the year of Nineteen Hundred and Ninety  
Eight,

BETWEEN SAMUEL W. DIEHL and CAROL P. DIEHL, husband and wife, of Box 156,  
R.D.#2, Curwensville, Clearfield County, Pennsylvania 16833, GRANTORS,

AND

JAMES E. SHOMO and SANDRA J. SHOMO, husband and wife, of R.R.#1, Box 246,  
Coalport, Clearfield County, Pennsylvania 16627, GRANTEEES.

WITNESS, that in consideration of ONE HUNDRED TWENTY FIVE THOUSAND AND  
00/100 DOLLARS (\$125,000.00), the receipt of such consideration having been  
acknowledged, the GRANTORS grant and convey to the GRANTEEES, their heirs and  
assigns,

ALL those two (2) certain pieces or parcels of land situate in Beccaria Township, Clearfield  
County, Pennsylvania, bounded and described as follows:

NO. 1: BEGINNING at a stake on the right-of-way of the old Township Road  
leading from Flinton to Coalport at a corner of land now or formerly of John  
Palmer; then along the line of land now or formerly of John Palmer South eighty-  
five (85°) degrees West a distance of fifty-four and twenty-two hundredths (54.22)  
feet to a point on the East side of the right-of-way of Pennsylvania State Highway  
Route No. 53; then crossing Pennsylvania State Highway Route No. 53 to the West  
side of the same South eighty-five (85°) degrees West for fifty-five (55) feet; then  
continuing along line of land now or formerly of John Palmer South eighty-five  
(85°) degrees West a distance of sixty-two and thirty eight hundredths (62.38) feet  
to a stake and corner of Parcel No. 2 hereinafter described; then along line of said  
Parcel No. 2 South ten (10°) degrees East a distance of one hundred seventy-eight  
(178) feet to a stake on line of land now or formerly of Hegarty Heirs; then along  
line of land now or formerly of Hegarty Heirs North eighty-three (83°) degrees East  
a distance of twenty and eight-tenths (20.8) feet to the West side of State Highway  
Route No. 53; then crossing the East side by the same North eighty-three (83°)  
degrees East fifty-five (55) feet; then along line of land now or formerly of Harry P.  
Boone North eighty-three degrees East a distance one hundred nine (109) feet to a  
stake and corner on the right-of-way of the old Township Road leading from Flinton  
to Coalport; then along the right-of-way of said Old Township Road North fifteen

(15°) degrees West a distance of one hundred seventy-four and five-tenths (174.5) feet to a stake and corner, the place of beginning. Being Parcel No. 1 on the map of survey of G. A. Heil dated December 10, 1956.

NO. 2: BEGINNING at a stake on line of land now or formerly of John Palmer at corner of Parcel No. 1 hereinbefore described; then along said land now or formerly of John Palmer South eighty-five (85°) degrees West a distance eighty-seven (87) feet to a stake on line of land now or formerly of Blake Campbell; then along line of said land now or formerly of Blake Campbell South ten (10°) degrees East a distance of one hundred eighty-one (181) feet to a stake and corner of line of land now or formerly of Hegarty Heirs; then along the line of said land now or formerly of Hegarty Heirs North eighty-three (83°) degrees East a distance of eighty-seven (87) feet to a stake and corner of Parcel No. 1 hereinbefore described; then along the line of said Parcel No. 1 North ten (10°) degrees West a distance of one hundred seventy-eight (178) feet to a stake and corner, the place of beginning. Being Parcel No. 2 on map of survey of G. A. Heil dated December 10, 1956.

UNDER AND SUBJECT TO:

(a) The Notice of Condemnation and the terms thereof which is recorded in Clearfield County in Deeds and Record Book Volume 1574, Page 402, et seq.

(b) The Right-of-Way Easement recorded in Clearfield County in Deeds and Record Book Volume 1573, Page 528.

(c) Any and all exceptions, reservations, covenants, agreements, conveyances and restrictions which affect the premises and are visible by inspection of the premises.

(d) Any and all exceptions, reservations, covenants, agreements, conveyances and restrictions contained in any and all prior deeds, grants and conveyances affecting the premises.

BEING THE SAME PREMISES TITLE TO WHICH became vested in Samuel W. Diehl and Carol P. Diehl, husband and wife, by deed of Alexander Ballarotto and Deborah A. Ballarotto, husband and wife, dated November 14, 1994 and recorded in Clearfield County in Deeds and Record Book Volume 1643, Page 457.

GRANTORS state that the above property is not presently being used, nor to the best of their knowledge, information and belief, has it ever been used for the disposal of hazardous wastes. This statement is made in compliance with the Solid Waste Management Act No. 1980-97, Section 405.

## NOTICE

The undersigned grantee (grantee) hereby certifies that he/they know and understand that he/they may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal.

Witness signatures of grantee (grantee); this 17th day of September, 1998

Raymond Wendtke ..... James E. Shomo ..... (SEAL)  
 WITNESS  
Sandra J. Shomo ..... (SEAL)

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

The GRANTORS covenant and agree to **GENERALLY WARRANT** the premises conveyed.

The GRANTORS have signed, sealed and delivered this instrument in the presence of witnesses the 17th day of September, 1998.

Signed, sealed and delivered  
in the presence of

Raymond Wendtke ) Samuel W. Diehl (SEAL)  
 ) SAMUEL W. DIEHL

Raymond Wendtke ) Carol P. Diehl (SEAL)  
 ) CAROL P. DIEHL

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



John J. Stank

VOL 1959 PAGE 96

DEPARTMENT OF REVENUE  
REVENUE DIVISION

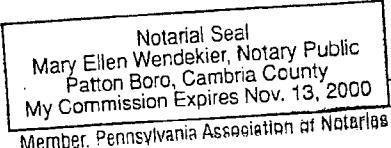
ACKNOWLEDGMENT

State of Pennsylvania )  
                         ) ss

County of Cambria )

On this the 17th day of September, 1998, before me,  
a notary public, the undersigned officer, personally appeared SAMUEL W.  
DIEHL and CAROL P. DIEHL, husband and wife, known to me (or satisfactorily proven) to be  
the persons whose names are subscribed to the within instrument and acknowledged that they  
executed the same for the purposes contained herein.

In witness whereof, I hereunto set my hand and official seal.



Mary Ellen Wendekir  
NOTARY PUBLIC

CERTIFICATE OF RESIDENCE

I certify that the precise address of the GRANTEE is R.R.#1, Box 246, Coalport,  
Pennsylvania 16627.

THE LAW OFFICE OF RAYMOND J. WENDEKEIR

September 17, 1998

BY: Raymond J. Wendekir  
ATTORNEY FOR THE GRANTEE

Commonwealth of Pennsylvania )  
                                 ) ss

County of Clearfield )

Recorded on this \_\_\_\_\_ day of \_\_\_\_\_, 1998 in the Recorder's Office of  
Clearfield County, in Deeds and Record Book Volume \_\_\_\_\_, Page \_\_\_\_\_.

Given under my hand and the seal of said Office, the date written above.

RECODER

DUBOIS AREA SCHOOL DISTRICT  
1% REALTY TRANSFER TAX  
AMOUNT \$ 1,250.00  
PAID 9/17/98 KAREN L STARCK  
Date Agent

9-17-98  
CLEARFIELD COUNTY  
ENTERED OF RECORD.  
TIME 2:03 PM  
BY Raymond J. Wendekir  
FEES \$15.50  
Karen L Starck, Recorder

**EXHIBIT "B":**

**AFFIDAVIT PURSUANT TO RULE 3129.1**

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

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

James E. Shomo  
Sandra J. Shomo  
5 Lytle Lane  
Coalport, PA 16627

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

James E. Shomo  
Sandra J. Shomo  
5 Lytle Lane  
Coalport, PA 16627

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

Clearfield Bank and Trust Company  
11 North Second Street, P.O. Box 171  
Clearfield, PA 16830

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

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

Reliance Bank  
100 Hawbaker Industrial Drive  
State College, PA 16803

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: 11-3-03

Alan F. Kirk

Alan F. Kirk, Esq.  
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST : No. 03-526-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: WRIT OF EXECUTION  
: Filed on Behalf of: Plaintiff  
JAMES E. SHOMO AND :  
SANDRA J. SHOMO :  
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 \_\_\_\_\_  
\_\_\_\_\_, on \_\_\_\_\_, 2003 at \_\_\_\_\_, 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

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

CLEARFIELD BANK AND TRUST : No. 03-526-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: WRIT OF EXECUTION  
JAMES E. SHOMO AND : Filed on Behalf of: Plaintiff  
SANDRA J. SHOMO :  
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: **James E. Shomo**  
**Sandra J. Shomo**  
**5 Lytle Lane**  
**Coalport, PA 16627**

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 : No. 03-526-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: WRIT OF EXECUTION  
JAMES E. SHOMO AND :  
SANDRA J. SHOMO : Filed on Behalf of: Plaintiff  
Defendants :

**CLAIM FOR EXEMPTION**

To the Sheriff:

I, the above named Defendants, **JAMES E. SHOMO and SANDRA J. SHOMO**, 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: \_\_\_\_\_

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

**THE SHERIFF OF CLEARFIELD COUNTY:**

**CLEARFIELD COUNTY COURTHOUSE**

**(814)765.2641**

FILED Aug 13 2003  
10:42 AM  
NOV 05 2003  
William A. Shaw  
Prothonotary/Clerk of Courts

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

Clearfield Bank & Trust Company

Vs.

NO.: 2003-00526-CD

James E. Shomo and Sandra J. Shomo

**COPY**

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST COMPANY, Plaintiff(s) from JAMES E. SHOMO and SANDRA J. SHOMO, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description
- (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: \$95,436.39

PAID: \$125.00

INTEREST on the principal balance from August 25,  
2003

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 11/05/2003



---

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 St., Suite 204  
State College, PA 16803  
(814) 234-2048

\_\_\_\_\_  
Sheriff

EXHIBIT "A":

ALL that certain piece or parcel of land situate in the Township of Beccaria, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the westerly line of an access road and on the line of lands now or formerly of Youngkin; thence along the line of said Youngkin lands South 70° 25' West 342.90 feet to an iron pin on line of lands now or formerly of Noel; thence along the line of said Noel lands South 10° 26' East 447.77 feet to an existing iron pin on line of lands now or formerly of Gill; thence along the line of said Gill lands South 82° 12' East 351.54 feet to an existing iron pin on line of lands now or formerly of Beers; thence along the line of said Beers lands and through an iron pin North 10° West 612.22 feet to an iron pin, the place of beginning. Containing 4.092 acres all as is more fully shown on a survey prepared by George A. Cree, R.S. and dated September 24, 1990, a copy of which survey is attached hereto and made a part hereof.

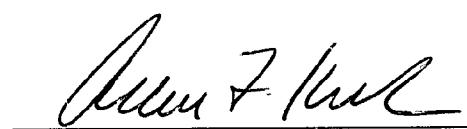
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No. 03-526-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: AFFIDAVIT OF  
JAMES E. SHOMO and : SERVICE  
SANDRA J. SHOMO : 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

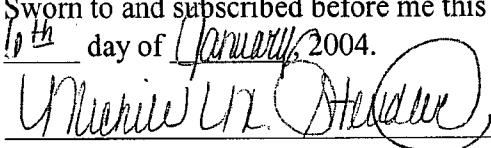
**AFFIDAVIT OF SERVICE**

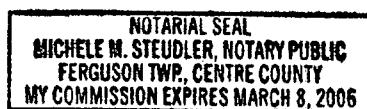
I, Alan F. Kirk, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 6<sup>th</sup> day of January 2004, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

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

  
\_\_\_\_\_  
Alan F. Kirk, Esquire

Sworn to and subscribed before me this  
10<sup>th</sup> day of January, 2004.

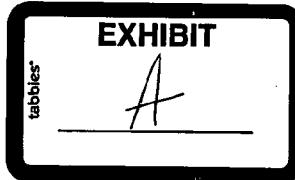
  
\_\_\_\_\_  
Michele M. Steudler  
Notary Public



FILED

JAN 15 2004

William A. Shaw  
Prothonotary/Clerk of Courts



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

CLEARFIELD BANK AND TRUST : No. 03-526-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: AFFIDAVIT OF  
JAMES E. SHOMO and : SERVICE  
SANDRA J. SHOMO :  
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

**AFFIDAVIT PURSUANT TO RULE 3129**

I, ALAN F. KIRK, ESQUIRE, attorney for Plaintiff in the above action, set forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located in Beccaria Township, Clearfield County, Pennsylvania, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. Name and address of Owners or Reputed Owners:

Name: **James E. Shomo and Sandra J. Shomo**

Address: 5 Lytle Lane, Coalport, PA 16627

2. Name and address of Defendant(s) in the judgment:

Name: **James E. Shomo and Sandra J. Shomo**

Address: 5 Lytle Lane, Coalport, PA 16627

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

Name: **Clearfield Bank and Trust Company**

Address: 11 North Second Street, P.O. Box 171, Clearfield, PA 16830

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

Name: **Clearfield Bank and Trust Company**

Address: 11 North Second Street, P.O. Box 171, Clearfield, PA 16830

Name: **Reliance Bank**

Address: 100 Hawbaker Industrial Drive, State College, PA 16803

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

Name: **Clearfield County Tax Claim Bureau**

Address: Clearfield, Pennsylvania 16830

6. 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:

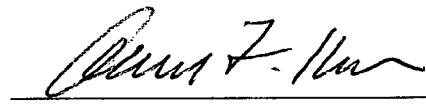
Name: **None.**

Address:

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.

1-6-04

Date



Alan F. Kirk, Esquire  
Attorney for Plaintiff

EXHIBIT

tabbed

B

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

CLEARFIELD BANK AND TRUST : No. 03-526-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: NOTICE  
: Filed on Behalf of: Plaintiff  
JAMES E. SHOMO and :  
SANDRA J. SHOMO :  
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

DATE: JANUARY 6, 2004

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

OWNER(S): JAMES E. SHOMO and SANDRA J. SHOMO

PROPERTY: REAL ESTATE TOGETHER WITH IMPROVEMENTS THEREON AS SHOWN ON EXHIBIT  
"A" ATTACHED HERETO

The above-captioned property is scheduled to be sold at the Clearfield County Sheriff's Sale on **February 6, 2004**, at **10:00 a.m.** in their office. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

11.43  
.00

CHECK  
CHANGE

\*\*\*\* U.S. POSTAL SERVICE \*\*\*\*  
STATE COLLEGE 16801  
418088 53.00  
VAN DREW # 21  
01-06-04 16:09:20

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: William F. Kirk, Esquire 1375 Martin Street, Suite 700 State College, PA 16803	
One piece of ordinary mail addressed to: James E. Shomo Sandra J. Shomo 5 Little Lane Cooperport, PA 16637	



0000

U.S. POSTAGE  
PAID  
STATE COLLEGE, PA  
16801  
JAN 06 04  
AMOUNT 04

\$0.90

0000-48233-21

PS Form 3817, January 2001

CUSTOMER RECEIPT

090 POSTAGE STAMPS	2.96
(\$.37 x 8)	
189 POST VAL IMP	.37
189 POST VAL IMP	8.10
(\$.90 x 9)	
<b>TOTAL</b>	<b>11.43</b>
CHECK #003	11.43
<b>CHANGE</b>	<b>.00</b>

\*\*\* THANK YOU \*\*\*

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: William F. Kirk, Esquire 1375 Martin Street, Suite 700 State College, PA 16803	
One piece of ordinary mail addressed to: Clearfield County Tax Chair 130 E. Market Street Clearfield, PA 16830	



0000

U.S. POSTAGE  
PAID  
STATE COLLEGE, PA  
16801  
JAN 06 04  
AMOUNT 04

\$0.90

0000-48233-21

PS Form 3817, January 2001

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: William F. Kirk, Esquire 1375 Martin Street, Suite 700 State College, PA 16803	
One piece of ordinary mail addressed to: Clearfield, Bank and Trust Co. Attention: Lori Kurze 11 North Second St., PO Box 11,000 Clearfield, PA 16830	



0000

U.S. POSTAGE  
PAID  
STATE COLLEGE, PA  
16801  
JAN 06 04  
AMOUNT 04

\$0.90

0000-48233-21

Affix fee here in stamp

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: <u>Wian F. Kirk, Esquire</u> <u>1375 Martin Street Suite 1</u> <u>State College, PA 16803</u>	
One piece of ordinary mail addressed to: <u>Clearfield County Tax Collector</u> <u>530 E. Market Street</u> <u>Clearfield, PA 16830</u>	
 <b>\$0.90</b> 0000 00048233-21 JAN 06 2004 AMOUNT	

PS Form 3817, January 2001

Affix fee here in stamp

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: <u>Wian F. Kirk, Esquire</u> <u>1375 Martin Street Suite 1</u> <u>State College, PA 16803</u>	
One piece of ordinary mail addressed to: <u>Reliance Bank</u> <u>109 Hawbaker Industrial</u> <u>State College, PA 16803</u>	
 <b>\$0.90</b> 0000 00048233-21 JAN 06 2004 AMOUNT	

PS Form 3817, January 2001

**FILED**

No cc

*m7/15/2004*

*8:00 AM*

**JAN 15 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

CLEARFIELD BANK AND TRUST : No. 03-526-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: PRAECIPE  
JAMES E. SHOMO and : Filed on Behalf of: Plaintiff  
SANDRA J. SHOMO, :  
Defendants :  
: Counsel of Record for this Party:  
: ALAN F. KIRK, ESQUIRE  
: Supreme Court # 36893  
: 1375 Martin Street, Suite 204  
: State College, PA 16803  
: (814) 234.2048

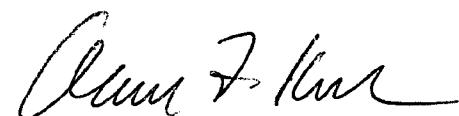
**PRAECIPE**

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please mark the above-captioned matter settled, discontinued and satisfied.

Respectfully submitted,

Date: **February 17, 2004**

  
Alan F. Kirk, Esquire  
Attorney for the Plaintiff  
1375 Martin Street, Suite 204  
State College, PA 16803  
ID#36893  
Phone: 814.234.2048  
Fax: 814.234.4166

**FILED**

FEB 26 2004

William A. Shaw  
Prothonotary

FILED

Mar 5 2004  
cc to attorney & client

FEB 26 2004

630

William A. Shaw  
Prothonotary

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

**CIVIL DIVISION**

**CERTIFICATE OF SATISFACTION OF JUDGMENT**

Clearfield Bank & Trust Company

No.: 2003-00526-CD

Vs.

Debt: \$95,436.39

James E. Shomo  
Sandra J. Shomo

Atty's Comm.:

Interest From:

Cost: \$20.00

NOW, Thursday, February 26, 2004 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 26th day of February, A.D. 2004.

---

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 14887  
NO: 03-526-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

vs.

DEFENDANT: SHOMO, JAMES E.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 11/05/2003

LEVY TAKEN 12/16/2003 @ 2:50 PM

POSTED 12/16/2003 @ 2:50 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 05/03/2005

DATE DEED FILED NOT SOLD

CR FILED NO  
019-07-301  
MAY 04 2005  
cc

William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

12/16/2003 @ 2:50 PM SERVED JAMES E. SHOMO

SERVED JAMES E. SHOMO, DEFENDANT, AT HIS RESIDENCE 5 LYCLE LANE, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES SHOMO

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

12/16/2003 @ 2:50 PM SERVED SANDRA J. SHOMO

SERVED SANDRA J. SHOMO, DEFENDANT, AT HER RESIDENCE 5 LYCLE LANE, COALPORT, PENNSYLVANIA BY HANDING TO JAMES E. SHOMO, HUSBAND/DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

NOW, FEBRUARY 5, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF TO CANCEL THE SHERIFF'S SALE. THE DEFENDANTS CURED THE DEFAULT AND PAID THE ACCOUNT CURRENT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 14887  
NO: 03-526-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY  
vs.  
DEFENDANT: SHOMO, JAMES E.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$487.98

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
by *Antheen Bitter-Clephill*  
Chester A. Hawkins  
Sheriff

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

Clearfield Bank & Trust Company

Vs.

NO.: 2003-00526-CD

James E. Shomo and Sandra J. Shomo

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

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See Attached Description
- (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: \$95,436.39

PAID: \$125.00

INTEREST on the principal balance from August 25,  
2003

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 11/05/2003

Received this writ this 5<sup>th</sup> day  
of November A.D. 2003  
At 3:15 A.M./P.M.

Chester G. Hawkins  
Sheriff by Cynthia Butler-Augherbaugh



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

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

EXHIBIT "A":

ALL that certain piece or parcel of land situate in the Township of Beccaria, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the westerly line of an access road and on the line of lands now or formerly of Youngkin; thence along the line of said Youngkin lands South  $70^{\circ} 25'$  West 342.90 feet to an iron pin on line of lands now or formerly of Noel; thence along the line of said Noel lands South  $10^{\circ} 26'$  East 447.77 feet to an existing iron pin on line of lands now or formerly of Gill; thence along the line of said Gill lands South  $82^{\circ} 12'$  East 351.54 feet to an existing iron pin on line of lands now or formerly of Beers; thence along the line of said Beers lands and through an iron pin North  $10^{\circ}$  West 612.22 feet to an iron pin, the place of beginning. Containing 4.092 acres all as is more fully shown on a survey prepared by George A. Cree, R.S. and dated September 24, 1990, a copy of which survey is attached hereto and made a part hereof.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME JAMES E. SHOMO

NO. 03-526-CD

NOW, May 03, 2005, 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 , I exposed the within described real estate of Shomo, James E. to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of \$11,911.12 and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	20.16
LEVY	15.00
MILEAGE	20.16
POSTING	15.00
CSDS	10.00
COMMISSION	238.22
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	15.00
ADD'L MILEAGE	
ADD'L LEVY	15.00
BID AMOUNT	11,911.12
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	15.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$487.98</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

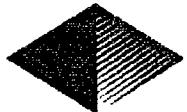
DEBT-AMOUNT DUE	95,436.39
INTEREST @ 0.0000	0.00
FROM 08/25/2003 TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$95,436.39</b>

**COSTS:**

ADVERTISING	628.11
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	487.98
LEGAL JOURNAL COSTS	190.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,571.09</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



**CLEARFIELD BANK  
&  
TRUST COMPANY**

**MAIN OFFICE 11 N. Second Street PO Box 171 Clearfield, PA 16830 T (814) 765-7551 F (814) 765-2943**

February 5, 2004

**Sheriff of Clearfield County  
Market St.  
Clearfield, PA 16830**

**RE: CB&T vs. Shomo**

**This letter is to advise to cancel the Sheriff Sale scheduled for February 6, 2004 on the above referenced action.**

**The customer has paid the account current by paying \$11,911.12.**

**Should you have any questions do not hesitate to contact me at 765-7551.**

**Sincerely,**

*Lori A. Kurtz*  
Lori A. Kurtz  
Collection Manager

**COMMUNITY OFFICES**

**BRIDGE STREET OFFICE**

Second & Bridge Streets  
Clearfield, PA 16830  
T (814) 765-1645  
F (814) 765-2672

**GOLDENROD OFFICE**

1935 Daly Street  
Clearfield, PA 16830  
T (814) 768-5200  
F (814) 768-5206

**CURWENSVILLE OFFICE**

407 Walnut Street  
Curwenville, PA 16833  
T (814) 236-2441  
F (814) 236-4650

**DUBOIS OFFICE**

91 Beaver Drive  
DuBois, PA 15801  
T (814) 371-1400  
F (814) 371-2903

**PHILIPSBURG OFFICE**

19 Irwin Drive Extension  
Philipsburg, PA 16866  
T (814) 342-5750  
F (814) 342-7321