

03-569-CD
CLEARFIELD BANK & TRUST VS. KATHLEEN T. WALKER, et al

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs.

KATHLEEN T. WALKER and
JOHN B. WALKER

Defendants

No. 03-569-4D

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
04/11/03 pd 85-00
2cc to sba
1cc to setf
APR 16 2003

William A. Shaw
Prothonotary

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

CLEARFIELD BANK AND TRUST : No.
COMPANY, :
Plaintiff :
vs. : Type of Pleading: COMPLAINT
KATHLEEN T. WALKER and : Filed on Behalf of: Plaintiff
JOHN B. WALKER :
Defendant :
: Counsel of Record for this Party:
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 1375 Martin Street, Suite 204
: State College, PA 16803
: (814) 234.2048

COMPLAINT

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

1. The Plaintiff is CLEARFIELD BANK & TRUST COMPANY, a corporation, with a principal place of business of 11 North Second Street, P.O. Box 171 Clearfield, Pennsylvania 16830.
2. The Defendants are JOHN B. WALKER and KATHLEEN T. WALKER with a property and mailing address of 314 Leavy Avenue, Clearfield County, Clearfield, Pennsylvania 16830. It is believed and therefore averred that John B. Walker is deceased.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated, May 22, 1987, in the principal amount of **\$46,800.00** 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 1159, Page 126.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Borough of Clearfield, 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 \$ 46,800.00 as set forth in Promissory Note dated May 22, 1987. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

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

7. The Plaintiff has given the Defendant written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated August 12, 2002, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

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

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

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

(a)	Principal Balance	\$43,198.11
(b)	Interest per diem of 2.75483 from 3/05/02 to 4/07/03	\$ 4,168.57
(c)	Late Charges	\$ 258.75
(d)	Satisfaction Fee	\$ 18.50
(e)	Attorney Collection Fee	<u>\$ 4,319.81</u>

FINAL TOTAL **\$51,963.74**

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$51,963.74** plus interest and costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,



Alan F. Kirk, Esquire
Attorney for Plaintiff

Date: *4-7-03*

MORTGAGE

THIS MORTGAGE is made this 22nd day of May 19 87
 between the Mortgagors John and Kathleen Walker, husband and wife (herein
 "Borrower"), and the Mortgagee, CLEARFIELD BANK & TRUST COMPANY
 a Corporation organized and existing under the laws of Pennsylvania, whose address is:
Clearfield, Pennsylvania 16830 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Six Thousand Eight Hundred Dollars, which indebtedness is evidenced by Borrower's note dated May 22, 1987 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on

June 22, 2002

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 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:

Lot #1:

ALL that certain lot situate on Turnpike Avenue in the Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point five (5) feet from the concrete curb on the east side of Turnpike Avenue, being the northwest corner of a lot formerly conveyed by Joseph W. Young to Clyde L. Bailor; thence along Turnpike Avenue north twenty-seven (27) degrees fifty-six (56) minutes west fifty (50) feet; thence by property of Jack and Marilyn Aughenbaugh north sixty-one (61) degrees fifty-nine (59) minutes east one hundred eighty and seven-tenths (180.7) feet to a stake; thence still by the Aughenbaugh property south thirty-six (36) degrees five (5) minutes east thirty-five and three-tenths (35.3) feet to the northeast corner of lot of Clyde L. Bailor south fifty-seven (57) degrees twenty-one (21) minutes west one hundred eighty-six and thirty-five one-hundredths (186.35) feet to point of beginning.

Lot #2

ALL that certain lot or parcel of land, situate in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point 75.6 feet distant from the West side of South Fourth Street on line between lots Nos. 32 and 33; thence South a distance of 48 feet more or less to a point, being the Southeastern corner of the lot herein conveyed; thence West 55 feet more or less to the Northeast line of Leavy Avenue; thence in a Northwesterly direction along said Leavy Avenue 62.9 feet to a post at the Southwestern corner of Lot No. 32; thence East along the Southern line of lot No. 32, One hundred Two (102) feet to a point 75.6 feet distant from the West side of South Fourth Street, and the place of beginning. Being a part of what is known as Lot No. 33 in the William A. Porter plan or plot of lots, surveyed by E. W. Hess for H. B. Powell.

See attached sheet for Lot #3 and #4.

which has the address of 302 and 306 S. 3rd Street, 314 Leavy Ave., R.D.#1, Box 166
 (Street) (City)

Clearfield, PA 16830 (State and Zip Code) (herein "Property Address");

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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property, is unencumbered, and that the Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

PENNSYLVANIA—1 to 4—4/79—FNMA/FHLMC UNIFORM INSTRUMENT
 Form 154

EXHIBIT

Tables

Lots #3 and #4

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

THE FIRST THEREOF:

On the North by Lot No. 12 in Mossop's Addition, on the West by extended Third Street, on the South by Lot No. 10 and on the East by an alley and being known as Lot No. 11 in the plot of Mossop's Addition to the Borough of Clearfield and having erected thereon a two story frame dwelling house and other out buildings.

THE SECOND THEREOF:

BEGINNING at a point on the line of Third and Margaretta Streets; thence South along the line of Third Street fifty (50) feet to line of Lot No. 11; thence east along line of said lot No. 11 to post corner of lot formerly owned by S. H. Snode; thence north along line of Snode lot fifty (50) feet to Margaretta Street; thence west along line of Margaretta Street to place of beginning. Having thereon erected a two story frame double dwelling house, known as No. 302 S. Third Street.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or State agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be

contrary to applicable law, in which case such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

10. Borrower Not Released. 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, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse 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 and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Caption. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provision of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any 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, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to at least one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon Acceleration under paragraph 18 hereof 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. All 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. Lender and the receiver shall be liable to account only for those rents actually received.

21. 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 promissory notes 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.

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

23. Purchase Money Mortgage. If all or part of the sums secured by this Mortgage are lent to Borrower to acquire title to the Property, this Mortgage is hereby declared to be a purchase money mortgage.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

JDA
JDA

John B. Walker
John B. Walker -Borrower

Kathleen T. Walker
Kathleen Walker -Borrower

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:

On this, the 22nd day of May, 19 87, before me,

John J. Lombardo the undersigned officer, personally appeared John B. and Kathleen Walker known to me (or satisfactorily proven)

to be the person to whose name is 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.

My Commission expires:

JOHN J. LOMBARDO, NOTARY PUBLIC
CLEARFIELD, PENN, CLEARFIELD COUNTY
BY COMMISSION EXPIRES APRIL 3, 1989
Member, Pennsylvania Association of Notaries



John J. Lombardo
Notary Public
Title of Officer

I hereby certify that the true residence of the within Mortgagor is Clearfield, Pennsylvania

JDA
(Signature)

(Space Below This Line Reserved For Lender and Recorder)

SIXTY EIGHT HUNDRED EIGHTY EIGHT
RECORDED IN THE RECORDER'S OFFICE IN AND FOR THE
COUNTY OF CLEARFIELD, PENNSYLVANIA
IN THE BOOK OF DEEDS AND RECORDS, PAGE 1157
FEE \$12.00 ETC.

WITNESS my hand and seal of office this
day of May, A.D. 1987

Michael R. Lytle Recorder

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 1:45 pm 5-22-87
BY John J. Lombardo
FEE \$15.00
Michael R. Lytle, Recorder

My Commission Expires
First Monday in January, 1988

Entered of R. J. 5-22-1987, 1:45 pm, Michael R. Lytle, Recorder

ALL that certain lot or parcel of land, situate in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point 75.6 feet distant from the West side of South Fourth Street on line between Lots Nos. 32 and 33; thence South a distance of 48 feet more or less to a point, being the Southeastern corner of the lot herein conveyed; thence West 55 feet more or less to the Northeast line of Leavy Avenue; thence in a Northwesterly direction along said Leavy Avenue 62.9 feet to a post at the Southwestern corner of Lot No. 32; thence East along the Southern line of lot No. 32, One Hundred Two (102) feet to a point 75.6 feet distant from the West side of South Fourth Street, and the place of beginning. Being a part of what is known as lot No. 32 in the William A. Porter plan or plot of lots, surveyed by E. W. Hess for H. B. Powell.

EXHIBIT

B

NOTE

US \$ 46,800.00

May 22, 1987

Clearfield, Pennsylvania
City

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay

CLEARFIELD BANK & TRUST COMPANY Clearfield, Pennsylvania 16830

, or order, the principal sum of

Forty Six Thousand Eight Hundred----- Dollars,

with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of 12.75 percent per annum.

Principal and interest shall be payable at any of Bank's branch offices, or such other place as the Note holder may designate, in consecutive monthly installments of Five Hundred Eighty Four 46/100----- Dollars (US \$ 584.46) , on the 22nd day of each month beginning

June 22, 1987. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on

June 22, 2002.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower shall pay to the Note holder a late charge of five (5) percent of any monthly installment not received by the Note holder within 15 days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Mortgage, dated May 22, 1987, and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

John B. Walker
John B. Walker
Kathleen Walker
Kathleen Walker

302 and 306 S. 3rd Street, 314 Leavy Ave.,

and R.D.#1, Box 166, Clearfield, PA 16830
Property Address

(Execute Original Only)

PENNSYLVANIA - 1 to 4 Family-6/79-FNMA/FHLMC Uniform Instrument

EXHIBIT

tables

C



Established 1902

Main Bank

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

FAX (814) 765-2943

MEMBER FEDERAL DEPOSIT INSURANCE CORPORATION

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE*

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

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

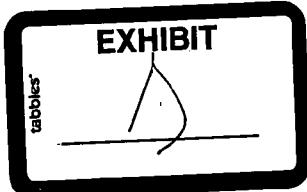
This Notice explains how the program works.

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

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

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

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



Full Service Branches:

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

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

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

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

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

HOMEOWNER'S NAME(S):

John B. Walker

Kathleen T. Walker

MAILING ADDRESS:

314 Leavy Ave.

Clearfield PA 16830-2224

2067289

Clearfield Bank & Trust Company

Clearfield Bank & Trust Company

August 12, 2002

LOAN ACCT. NO.:

ORIGINAL LENDER:

CURRENT LENDER/SERVICER:

DATE:

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: 314 Leavy Ave., Clearfield PA

IS SERIOUSLY IN DEFAULT because:

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

Amount Due In Full \$42,963.03

Other charges (explain/itemize): Late Charges included in amount listed below.

TOTAL AMOUNT PAST DUE: \$42,963.03

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 \$ 42,963.03, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

N/A

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

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

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

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

SENDER: COMPLETE THIS SECTION

- Complete 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:

Kathleen T. Walker
 314 Leavy Ave
 Clearfield, PA
 16830-2224
 HNK

2. Article Number (Copy from service label)

7001 1940 0001 9408 5924

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

JOHN WALKER

B. Date of Delivery

C. Signature

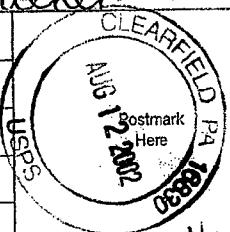
X John Walker Agent AddresseeD. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

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.

4. Restricted Delivery? (Extra Fee) Yes

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only. No Insurance Coverage Provided)	
4 5924	
Kathleen CT Walker H S E	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
7001 1940 0001 9408 5924	
Sent To	
Kathleen T. Walker	
Street, Apt. No. or PO Box No.	
314 Leavy Ave	
City, State ZIP	
Clearfield PA 16830-2224	
PS Form 3800, January 2001	
See Reverse for Instructions	



HNK

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: 4-08-09

In The Court of Common Pleas of Clearfield County, Pennsylvania

CLEARFIELD BANK & TRUST COMPANY

VS.

WALKER, KATHLEEN T. & JOHN B.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

13945

03-569-CD

SHERIFF RETURNS

NOW APRIL 28, 2003 AT 2:51 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KATHLEEN T. WALKER, DEFENDANT AT RESIDENCE, 327 E. MARKET ST., APT C, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KATHLEEN T. WALKER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: COUDRITE/RYEN

NOW JUNE 4, 2003 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JOHN B. WALKER, DEFENDANT. DEFENDANT IS DECEASED.

Return Costs

Cost	Description
27.37	SHERIFF HAWKINS PAID BY: ATTY CK# 175
20.00	SURCHARGE PAID BY: ATTY CK# 176

Sworn to Before Me This

5th Day Of June 2003

WILLIAM A. SHAW

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

So Answers,

*Chesler A. Hawkins
by Marley Farar*

Chesler A. Hawkins

Sheriff

FILED

JUN 05 2003

01012011

William A. Shaw

Prothonotary/Clerk of Courts

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs.

KATHLEEN T. WALKER and
JOHN B. WALKER

Defendants

No. 03-569-C

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

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

APR 16 2003

Attest.

William L. Ober
Prothonotary/
Clerk of Courts

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

CLEARFIELD BANK AND TRUST : No.
COMPANY, :
Plaintiff :
Type of Pleading: COMPLAINT
vs. :
KATHLEEN T. WALKER and : Filed on Behalf of: Plaintiff
JOHN B. WALKER :
Defendant :
Counsel of Record for this Party:
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
1375 Martin Street, Suite 204
State College, PA 16803
(814) 234.2048

COMPLAINT

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

1. The Plaintiff is CLEARFIELD BANK & TRUST COMPANY, a corporation, with a principal place of business of 11 North Second Street, P.O. Box 171 Clearfield, Pennsylvania 16830.
2. The Defendants are JOHN B. WALKER and KATHLEEN T. WALKER with a property and mailing address of 314 Leavy Avenue, Clearfield County, Clearfield, Pennsylvania 16830. It is believed and therefore averred that John B. Walker is deceased.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated, May 22, 1987, in the principal amount of **\$46,800.00** 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 1159, Page 126.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Borough of Clearfield, 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 \$ 46,800.00 as set forth in Promissory Note dated May 22, 1987. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

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

7. The Plaintiff has given the Defendant written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated August 12, 2002, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

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

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

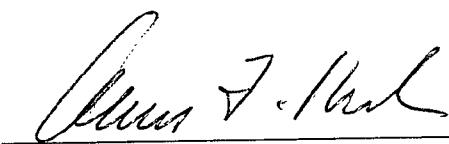
10. The amounts due and owing under the terms of the said Mortgage are as follows:

(a)	Principal Balance	\$43,198.11
(b)	Interest per diem of 2.75483 from 3/05/02 to 4/07/03	\$ 4,168.57
(c)	Late Charges	\$ 258.75
(d)	Satisfaction Fee	\$ 18.50
(e)	Attorney Collection Fee	<u>\$ 4,319.81</u>
FINAL TOTAL		\$51,963.74

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$51,963.74** plus interest and costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

Date: *4-7-03*



Alan F. Kirk, Esquire
Attorney for Plaintiff

MORTGAGE

THIS MORTGAGE is made this 22nd day of May, 1987
 between the Mortgagor s. John and Kathleen Walker, husband and wife (herein
 "Borrower"), and the Mortgagee, CLEARFIELD BANK & TRUST COMPANY
 a Corporation organized and existing under the laws of Pennsylvania, whose address is: Clearfield, Pennsylvania 16830 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Six Thousand Eight Hundred Dollars, which indebtedness is evidenced by Borrower's note dated May 22, 1987 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on

June 22, 2002

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 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:

Lot #1:

ALL that certain lot situate on Turnpike Avenue in the Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point five (5) feet from the concrete curb on the east side of Turnpike Avenue, being the northwest corner of a lot formerly conveyed by Joseph W. Young to Clyde L. Sailor; thence along Turnpike Avenue north twenty-seven (27) degrees fifty-six (56) minutes west fifty (50) feet; thence by property of Jack and Marilyn Aughenbaugh north sixty-one (61) degrees fifty-nine (59) minutes east one hundred eighty and seven-tenths (180.7) feet to a stake; thence still by the Aughenbaugh property south thirty-six (36) degrees five (5) minutes east thirty-five and three-tenths (35.3) feet to the northeast corner of lot of Clyde L. Sailor south fifty-seven (57) degrees twenty-one (21) minutes west one hundred eighty-six and thirty-five one-hundredths (186.35) feet to point of beginning.

Lot #2

ALL that certain lot or parcel of land, situate in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point 75.6 feet distant from the West side of South Fourth Street on line between lots Nos. 32 and 33; thence South a distance of 48 feet more or less to a point, being the Southeastern corner of the lot herein conveyed; thence West 55 feet more or less to the Northeast line of Leavy Avenue; thence in a Northwesterly direction along said Leavy Avenue 62.9 feet to a post at the Southwestern corner of Lot No. 32; thence East along the Southern line of lot No. 32, One hundred Two (102) feet to a point 75.6 feet distant from the West side of South Fourth Street, and the place of beginning. Being a part of what is known as Lot No. 33 in the William A. Porter plan or plot of lots, surveyed by E. W. Hess for H. B. Powell.

See attached sheet for Lot #3 and #4.

which has the address of 302 and 306 S. 3rd Street, 314 Leavy Ave., R.D.#1, Box 166
 (Street) (City)

Clearfield, PA 16830 (herein "Property Address");

(State and Zip Code)

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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property, is unencumbered, and that the Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

PENNSYLVANIA—1 in 4-6/79—FNMA/FHLMC UNIFORM INSTRUMENT
 Form 154

EXHIBIT

tabbies'

Lots #3 and #4

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

THE FIRST THEREOF:

On the North by Lot No. 12 in Mossop's Addition, on the West by extended Third Street, on the South by Lot No. 10 and on the East by an alley and being known as Lot No. 11 in the plot of Mossop's Addition to the Borough of Clearfield and having erected thereon a two story frame dwelling house and other out buildings.

THE SECOND THEREOF:

BEGINNING at a point on the line of Third and Margaretta Streets; thence South along the line of Third Street fifty (50) feet to line of Lot No. 11; thence east along line of said lot No. 11 to post corner of lot formerly owned by S. H. Snode; thence north along line of Snode lot fifty (50) feet to Margaretta Street; thence west along line of Margaretta Street to place of beginning. Having thereon erected a two story frame double dwelling house, known as No. 302 S. Third Street.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or State agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be

contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

10. **Borrower Not Released.** 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, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify an amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns; Joint and Several Liability; Caption.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provision of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any 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, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to at least one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

11-159 pg 125

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon Acceleration under paragraph 18 hereof 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. All 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. Lender and the receiver shall be liable to account only for those rents actually received.

21. 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 promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, nor including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

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

23. Purchase Money Mortgage. If all or part of the sums secured by this Mortgage are lent to Borrower to acquire title to the Property, this Mortgage is hereby declared to be a purchase money mortgage.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

John B. Walker
Kathleen Walker

John B. Walker
John B. Walker -Borrower
Kathleen Walker
Kathleen Walker -Borrower

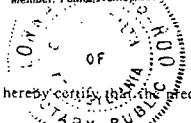
COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:

On this, the 22nd day of May, 19 87, before me,
James J. Lombardo the undersigned officer, personally appeared
John B. and Kathleen Walker known to me (or satisfactorily proven)
to be the person as whose name as 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.

My Commission expires:

JOHN J. LOMBARDO, NOTARY PUBLIC
CLEARFIELD, PENN, CLEARFIELD COUNTY
WIT. COMMISSION EXPIRES APRIL 3, 1989
Member, Pennsylvania Association of Notaries

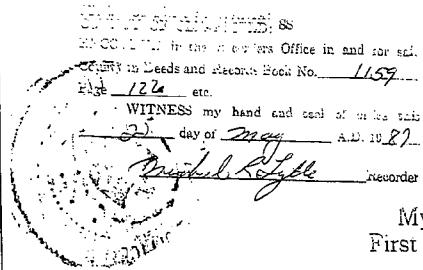


I hereby certify that the precise residence of the within Mortgagee is CLEARFIELD, PENN 16030

James J. Lombardo
Notary Public
Title of Officer

John J. Lombardo
(Signature)

(Space Below This Line Reserved For Lender and Recorder)



My Commission Expires
First Monday in January, 1988

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 1:35 PM 5-22-87
BY John C. Cole
FEES 15.00
Michael R. Lytle, Recorder

Entered of R. 5-22-1987 1987 Michael R. Lytle, Recorder

ALL that certain lot or parcel of land, situate in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point 75.6 feet distant from the West side of South Fourth Street on line between Lots Nos. 32 and 33; thence South a distance of 48 feet more or less to a point, being the Southeastern corner of the lot herein conveyed; thence West 55 feet more or less to the Northeast line of Leavy Avenue; thence in a Northwesterly direction along said Leavy Avenue 62.9 feet to a post at the Southwestern corner of Lot No. 32; thence East along the Southern line of Lot No. 32, One Hundred Two (102) feet to a point 75.6 feet distant from the West side of South Fourth Street, and the place of beginning. Being a part of what is known as lot No. 32 in the William A. Porter plan or plot of lots, surveyed by E. W. Hess for H. B. Powell.

EXHIBIT

B

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NOTE

US \$ 46,800.00

May 22, 1987

Clearfield City, Pennsylvania

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay _____

CLEARFIELD BANK & TRUST COMPANY Clearfield, Pennsylvania 16830, or order, the principal sum of

Forty Six Thousand Eight Hundred----- Dollars,

with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of 12.75 percent per annum.

Principal and interest shall be payable at any of Bank's branch offices, or such other place as the Note holder may designate, in consecutive monthly installments of Five Hundred Eighty Four 46/100----- Dollars (US \$

584.46), on the 22nd day of each month beginning

June 22, 1987. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on

June 22, 2002.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower shall pay to the Note holder a late charge of five (5) percent of any monthly installment not received by the Note holder within 15 days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Mortgage, dated May 22, 1987, and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

John B. Walker
John B. Walker
Kathleen Walker
Kathleen Walker

302 and 306 S. 3rd Street, 314 Leavy Ave.,

and R.D.#1, Box 166, Clearfield, PA 16830
Property Address

(Execute Original Only)

PENNSYLVANIA - 1 to 4 Family-6/79-FNMA/FHLMC Uniform Instrument

EXHIBIT

tabbies

C



Established 1902

Main Bank

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

MEMBER FEDERAL DEPOSIT INSURANCE CORPORATION

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE*

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

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

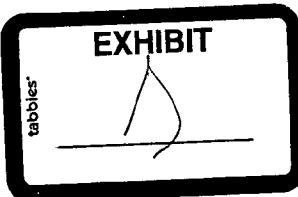
This Notice explains how the program works.

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

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

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

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



Full Service Branches:

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

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

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

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

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

HOMEOWNER'S NAME(S):	John B. Walker Kathleen T. Walker
MAILING ADDRESS:	314 Leavy Ave. Clearfield PA 16830-2224
LOAN ACCT. NO.:	2067289
ORIGINAL LENDER:	Clearfield Bank & Trust Company
CURRENT LENDER/SERVICER:	Clearfield Bank & Trust Company
DATE:	August 12, 2002

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT --- The MORTGAGE debt held by the above lender on your property located at: 314 Leavy Ave., Clearfield PA

IS SERIOUSLY IN DEFAULT because:

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

Amount Due In Full \$42,963.03

Other charges (explain/itemize): Late Charges included in amount listed below.

TOTAL AMOUNT PAST DUE: \$42,963.03

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 \$ 42,963.03, 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:

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

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

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

SENDER: COMPLETE THIS SECTION

- Complete 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:

Kathleen T. Walker
314 Leavy Ave
Clearfield, PA
16830-2224

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) JOHN WALKER B. Date of Delivery

C. Signature

X John Walker Agent
 Addressee

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



3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)

7001 1940 0001 9408 5924

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

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

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3	4
5	6
7	8
9	0
HMK	
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Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	
\$	

CLEARFIELD PA
Postmark Here
USPS

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7001		
0001	9408	1
1	2	2
3	4	3
5	6	4
7	8	5
9	0	6
HMK		
Sent To Kathleen T. Walker Street, Apt. No. or PO Box No. 314 Leavy Ave City, State ZIP Clearfield PA 16830-2224		

PS Form 3800, January 2001

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: 4-08-03

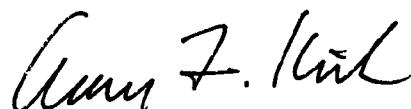
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No. 03-569-CD
COMPANY, :
Plaintiff :
vs. : Type of Pleading: PRAECIPE FOR ENTRY
KATHLEEN T. WALKER AND : OF DEFAULT JUDGMENT
JOHN B. WALKER :
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 PROTHONOTARY OF CLEARFIELD COUNTY:

Please Enter Judgment against the above-named Defendant pursuant to the enclosed
Certificate of Judgment of Clearfield County Docket No. 03-569-CD in the principal amount of
\$51,963.74 together with interest and costs of suit.

By:



Dated: August 8, 2003

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

FILED *ew*

AUG 25 2003
m/4:00pm P 20-
William A. Shaw
Prothonotary/Clerk of Courts
NOTICE TO K. WALKER
STATEMENT TO
ATT

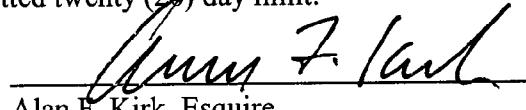
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No. 03-569-CD
COMPANY, :
Plaintiff :
vs. : Type of Pleading: PRAECIPE FOR ENTRY
KATHLEEN T. WALKER AND : OF DEFAULT JUDGMENT
JOHN B. WALKER :
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

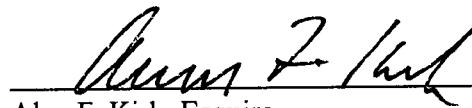
TO PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter Default Judgment in the amount of **FIFTY-ONE THOUSAND NINE HUNDRED SIXTY-THREE AND 74/100 (\$51,963.74) DOLLARS** together with interest and costs of this suit on the above-captioned Defendant due to the Defendant's failure to enter an appearance or file an Answer within the allotted twenty (20) day limit.



Alan F. Kirk, Esquire
Attorney for the Plaintiff

I hereby certify that a written notice of the intention to file a Praecipe for Default Judgment was sent certified mail, return receipt requested and First Class U.S. Mail to the Defendant on **June 23, 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
Attorney for Plaintiff

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

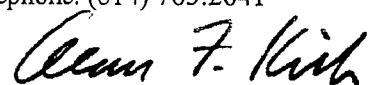
CLEARFIELD BANK AND TRUST : No. 03-569-CD
COMPANY, :
Plaintiff :
vs. : Type of Pleading: COMPLAINT
KATHLEEN T. WALKER and : Filed on Behalf of: Plaintiff
JOHN B. WALKER :
Defendants :
: Counsel of Record for this Party:
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 1375 Martin Street, Suite 204
: State College, PA 16803
: (814) 234.2048

IMPORTANT NOTICE

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

PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
230 E. Market Street
Clearfield, PA 16830
Telephone: (814) 765.2641

Date: 6-23-03



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

Kathleen T. Walker - Certified Mail #7099 3400 0012 4565 0166, RRR

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:

Ms. Kathleen J. Walker
327 E. Market Street
Clearfield, PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Kathleen J. Walker Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below



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.

4. Restricted Delivery? (Extra Fee) Yes**2. Article Number**

(Transfer from service label)

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PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

U.S. Postal Service
CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

CLEARFIELD BANK AND TRUST : No. 03-569-CD
COMPANY, :
Plaintiff :
vs. : Type of Pleading: PRAECIPE FOR ENTRY
KATHLEEN T. WALKER AND : OF DEFAULT JUDGMENT
JOHN B. WALKER :
Defendants :
:

TO: **KATHLEEN T. WALKER**

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$ 51, 963.74 on Aug. 25, 2003.

, Prothonotary

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

Clearfield Bank & Trust
Plaintiff(s)

No.: 2003-00569-CD

Real Debt: \$51,963.74

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Kathleen T. Walker

Entry: \$20.00

John B. Walker

Defendant(s)

**JUDGMENT ENTERED AGAINST
KATHLEEN T. WALKER, ONLY**

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

DEC 12 2003

CLEARFIELD BANK AND TRUST : No. 03-569-CD
COMPANY, :
Plaintiff :
: Type of Pleading: WRIT OF EXECUTION
: Filed on Behalf of: Plaintiff
KATHLEEN T. WALKER AND :
JOHN B. WALKER :
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

William A. Shaw
Prothonotary/Clerk of Courts

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

Issue writ of execution in the above matter,

Amount due: **51,963.74**

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 lot or parcel of land, situate in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point 75.6 feet distant from the West side of South Fourth Street on line between Lots Nos. 32 and 33; thence South a distance of 45 feet more or less to a point, being the Southeastern corner of the lot herein conveyed; thence West 55 feet more or less to the Northeast line of Leavy Avenue; thence in a Northwesterly direction along said Leavy Avenue 62.9 feet to a post at the Southwestern corner of Lot No. 32; thence East along the Southern line of Lot No. 32, One Hundred Two (102) feet to a point 75.6 feet distant from the West side of South Fourth Street, and the place of beginning. Being a part of what is known as lot No. 32 in the William A. Porter plan or plot of lots, surveyed by E. W. Hess for H. B. Powell.

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 Praecept for Writ of Execution was filed, the following information concerning the real property for certain tracts of land located in the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described on Exhibit "A" attached hereto.

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

**Kathleen T. Walker
327 E. Market Street, Apt. C
Clearfield, PA 16830**

John B. Walker, Deceased

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

**Kathleen T. Walker
327 E. Market Street, Apt. C
Clearfield, PA 16830**

John B. Walker, Deceased

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

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

**Sears Robuck & Company
P.O. Box 3671
Des Moines, IA 50322**

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

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

**Beneficial Consumer Discount Company
90 Beaver Drive
DuBois, PA 15801**

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:

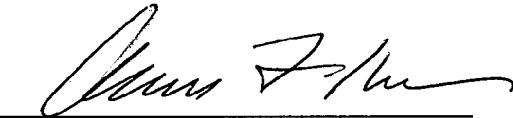
**Clearfield County Tax Claim Bureau
Clearfield, PA 16830**

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: 12/3/03



Alan F. Kirk, Esquire
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST : No. 03-569-CD
COMPANY, :
Plaintiff :
: Type of Pleading: WRIT OF EXECUTION
KATHLEEN T. WALKER AND : Filed on Behalf of: Plaintiff
JOHN B. WALKER :
Defendants :
: Counsel of Record for this Party:
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 1375 Martin Street, Suite 204
: State College, PA 16803
: (814) 234.2048

SHERIFF'S SALE OF VALUABLE REAL ESTATE

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the Clearfield County Courthouse, One North Second Street, Clearfield, Pennsylvania on _____, 200__, 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. 03-569-CD
Plaintiff	:	
	:	Type of Pleading: WRIT OF EXECUTION
KATHLEEN T. WALKER AND JOHN B. WALKER	:	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: KATHLEEN B. WALKER

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. 03-569-CD
COMPANY, :
Plaintiff :
: Type of Pleading: WRIT OF EXECUTION
: Filed on Behalf of: Plaintiff
KATHLEEN T. WALKER AND :
JOHN B. WALKER :
Defendants :
: Counsel of Record for this Party:
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 1375 Martin Street, Suite 204
: State College, PA 16803
: (814) 234.2048

CLAIM FOR EXEMPTION

To the Sheriff:

We, the above named Defendants, **KATHLEEN T. WALKER and JOHN B. WALKER** claim exemption of property from levy or attachment:

- (1) From my personal property in my possession which has been levied upon,
 - (a) I desire that my \$300 statutory exemption be
 - (i) Set aside in kind (specify property to be set aside in kind): _____;
 - (ii) Paid in cash following the sale of the property levied upon; or
 - (b) I claim the following exemption (specify property and basis of exemption): _____;
_____;
- (2) From my property which is in the possession of a third party, I claim the following exemptions:
 - (a) My \$300 statutory exemption: _____ in cash: _____ in kind (specify property): _____
 - (b) Social Security benefits on deposit in the amount of \$ _____;

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

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

(telephone number)

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

Date: _____

Date: _____

THIS CLAIM TO BE FILED WITH THE OFFICE OF

THE SHERIFF OF CLEARFIELD COUNTY:

CLEARFIELD COUNTY COURTHOUSE

(814)765.2641

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

Clearfield Bank & Trust,

Vs.

NO.: 2003-00569-CD

Kathleen T. Walker,
John B. Walker,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST, , Plaintiff(s) from KATHLEEN T. WALKER, ONLY, , 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: \$51,963.74

PAID: \$125.00

INTEREST: \$continuing on the principal balanace
from August 25, 2003

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 12/15/2003

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., Ste 204
State College, PA 16801
(814) 234-2048

Sheriff

EXHIBIT "A":

ALL that certain lot or parcel of land, situate in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point 75.6 feet distant from the West side of South Fourth Street on line between Lots Nos. 32 and 33; thence South a distance of 48 feet more or less to a point, being the Southeastern corner of the lot herein conveyed; thence West 55 feet more or less to the Northeast line of Leavy Avenue; thence in a Northwesterly direction along said Leavy Avenue 62.9 feet to a post at the Southwestern corner of Lot No. 32; thence East along the Southern line of lot No. 32, One Hundred Two (102) feet to a point 75.6 feet distant from the West side of South Fourth Street, and the place of beginning. Being a part of what is known as lot No. 32 in the William A. Porter plan or plot of lots, surveyed by E. W. Hess for H. B. Powell.

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

CLEARFIELD BANK AND TRUST
COMPANY,

: No. 03-569-CD

Plaintiff

:
: Type of Pleading: AFFIDAVIT OF
: SERVICE

vs.

KATHLEEN T. WALKER and
JOHN B. WALKER

: 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

FILED

FEB 20 2004

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE

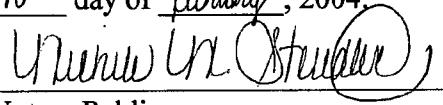
I, Alan F. Kirk, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the
17th day of February 2004, a true and correct copy of the Notice of Sheriff's Sale of Real
Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129
which is attached 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".

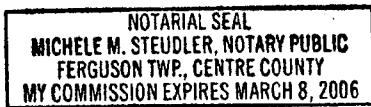
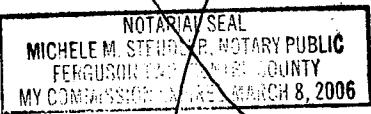


Alan F. Kirk, Esquire

Sworn to and subscribed before me this
18th day of February, 2004.



Notary Public



CHANGE

e-mail

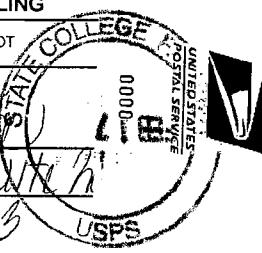
*** U.S. POSTAL SERVICE ***
 STATE COLLEGE 16801
 418088 54.00
 VAN DREW # 21
 02-17-04 16:33:53

CUSTOMER RECEIPT

109 POST VAL IMP	4.42
109 POST VAL IMP	.37
109 POST VAL IMP	4.50
(\$.98 x 5)	

TOTAL	16.77
CHECK #012	16.77
CHANGE	.00

*** 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:		 <i>Alan E. Kirk, Esquire</i> <i>1375 Martin Street Suite 200</i> <i>State College, PA 16803</i>	
One piece of ordinary mail addressed to:		<i>Sears Robuck and Company</i> <i>P.O. Box 367</i> <i>Des Moines, IA 50333</i>	
		U.S. POSTAGE PAID	STATION STATE COLLEGE, PA
		FEB 17, 04	AMOUNT
		000-48233-21	\$0.90

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:

Alan F. Kirk, Esquire
1375 Martin Street, Suite 104
State College, PA 16803



U.S. POSTAGE
PAID
STATE COLLEGE, PA
FEB 17 2004
AMOUNT

\$0.90
00048233-21

One piece of ordinary mail addressed to:

Clearfield Bank & Trust Co.
Attn: Lori Kurtz
11 North Second Street PO Box
Clearfield, PA 16830

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:

Alan F. Kirk, Esquire
1375 Martin Street, Suite 104
State College, PA 16803



U.S. POSTAGE
PAID
STATE COLLEGE, PA
FEB 17 2004
AMOUNT

\$0.90
00048233-21

One piece of ordinary mail addressed to:

Mrs. Kathleen L. Walker
327 E. Market Street, Apt. C
Clearfield, PA 16830

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:

Alan F. Kirk, Esquire
1375 Martin Street, Suite 104
State College, PA 16803



U.S. POSTAGE
PAID
STATE COLLEGE, PA
FEB 17 2004
AMOUNT

\$0.90
00048233-21

One piece of ordinary mail addressed to:

Clearfield County Tax Claim Co.
1 North Second Street
Clearfield, PA 16830

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:

Alan F. Kirk, Esquire
1375 Martin Street, Suite 104
State College, PA 16803



U.S. POSTAGE
PAID
STATE COLLEGE, PA
FEB 17 2004
AMOUNT

\$0.90
00048233-21

One piece of ordinary mail addressed to:

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

CLEARFIELD BANK AND TRUST : No. 03-569-CD
COMPANY, :
Plaintiff :
vs. : Type of Pleading: NOTICE OF
KATHLEEN T. WALKER and : SHERIFF SALE
JOHN B. WALKER :
Defendants : Filed on Behalf of: Plaintiff
: Counsel of Record for this Party:
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 1375 Martin Street, Suite 204
: State College, PA 16803
: (814) 234.2048

DATE: February 17, 2004

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

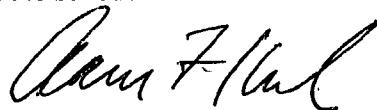
OWNER(S): KATHLEEN T. WALKER

PROPERTY: 314 Leavy Avenue, Clearfield County, Pennsylvania

The above-captioned property is scheduled to be sold at the Clearfield County Sheriff's Sale on **April 2, 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.

Date: 2-17-04



Alan F. Kirk, Esquire
Attorney for the Plaintiff

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

CLEARFIELD BANK AND TRUST : No. 03-569-CD
COMPANY, :
Plaintiff :
vs. : Type of Pleading: AFFIDAVIT
KATHLEEN T. WALKER and : Filed on Behalf of: Plaintiff
JOHN B. WALKER :
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 Bradford 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: Kathleen T. Walker and John B. Walker, Deceased

Address: 327 E. Market Street, Apt. C., Clearfield, PA 16830

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

Name: Kathleen T. Walker

Address: 327 E. Market Street, Apt. C., Clearfield, PA 16830

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

Name: Sears Robuck & Company

Address: P.O. Box 3671, Des Moines, IA 50322

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: Beneficial Consumer Discount Company

Address: 90 Beaver Drive, DuBois, PA 15801

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: 1 North Second Street, 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:

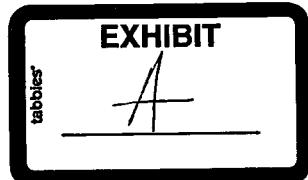
I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

2-17-04

Date

Alan F. Kirk

Alan F. Kirk, Esquire
Attorney for Plaintiff



ALL that certain lot or parcel of land, situate in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point 75.6 feet distant from the west side of South Fourth Street on line between LoTs Nos. 32 and 33; thence south a distance of 48 feet more or less to a point; being the southeastern corner of the lot herein conveyed; thence West 55 feet more or less to the Northeast line of Leavy Avenue; thence in a Northwesterly direction along said Leavy Avenue 62.9 feet to a post; at the Southwestern corner of Lot No. 32; thence East along the southern line of Lot No. 32; One Hundred Two (102) feet to a point 75.6 feet, distant from the West side of South Fourth Street and the place of beginning. Being a part of what is known as Lot No. 33 in the William A. Porter, plan or plot of lot, surveyed by E. W. Hess for H.B. Powell.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 15147

CLEARFIELD BANK & TRUST COMPANY

03-569-CD

VS.

WALKER, KATHLEEN T.

WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

NOW, FEBRUARY 17, 2004 @ 10:45 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF APRIL 2, 2004 WAS SET.

FILED
FEB 11 2004
JUN 14 2004

William A. Shaw
Prothonotary/Clerk of Courts

NOW, FEBRUARY 18, 2004 @ 11:30 A.M. O'CLOCK SERVED KATHLEEN WALKER, DEFENDANT, AT HER RESIDENCE 222 LEAVY AVENUE, APT 300, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KATHLEEN WALKER, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WIRT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, APRIL 2, 2004 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, APRIL 12, 2004 BILLED THE ATTORNEY FOR ADDITIONAL COSTS DUE.

NOW, APRIL 28, 2004 RECEIVED CHECK FROM THE PLAINTIFF FOR ADDITIONAL COSTS DUE CK#47361.

NOW, JUNE 11, 2004 PAID COSTS FROM THE ADVANCE AND CHECK FROM THE PLAINTIFF.

NOW, JUNE 14, 2004 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, JUNE 14, 2004 THE DEED WAS FILED.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 15147

CLEARFIELD BANK & TRUST COMPANY

03-569-CD

VS.

WALKER, KATHLEEN T.

WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

SHERIFF HAWKINS \$191/44

SIRCJARGE \$20.00

PAID BY ATTORNEY

Sworn to Before Me This

14th Day Of July 2004

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

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

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

Clearfield Bank & Trust

Vs.

NO.: 2003-00569-CD

Kathleen T. Walker and John B. Walker

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST, Plaintiff(s) from KATHLEEN T. WALKER and JOHN B. WALKER, 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: \$51,963.74

PAID: \$125.00

INTEREST continuing on the principal
balance from August 25, 2003

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 12/12/2003



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 12th day
of December A.D. 2003
At 2:30 A.M./P.M.

Requesting Party: Alan F. Kirk, Esq.
1375 Martin St., Ste. 204
State College, PA 16801
(814) 234-2048

Chester A. Hawkins
Sheriff by Cynthia Butler Augenbaugh

EXHIBIT "A":

ALL that certain lot or parcel of land, situate in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point 75.6 feet distant from the West side of South Fourth Street on line between Lots Nos. 32 and 33; thence South a distance of 48 feet more or less to a point, being the Southeastern corner of the lot herein conveyed; thence West 55 feet more or less to the Northeast line of Leavy Avenue; thence in a Northwesterly direction along said Leavy Avenue 62.9 feet to a post at the Southwestern corner of Lot No. 32; thence East along the Southern line of lot No. 32, One Hundred Two (102) feet to a point 75.6 feet distant from the West side of South Fourth Street, and the place of beginning. Being a part of what is known as lot No. 32 in the William A. Porter plan or plot of lots, surveyed by E. W. Hess for H. B. Powell.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME WALKER NO. 03-569-CD

NOW, April 2, 2004 , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 2ND day of APRIL 2004, I exposed the within described real estate of KATHLEEN T. WALKER AND JOHN B. WALKER to public venue or outcry at which time and place I sold the same to CLEARFIELD BANK & TRUST he/she being the highest bidder, for the sum of \$1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	2.00
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
TOTAL SHERIFF COSTS	191.44
DEED COSTS:	
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	28.50

PLAINTIFF COSTS, DEBT & INTEREST:

DEBT-AMOUNT DUE	51,963.74
INTEREST FROM 8/25/03	
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
TOTAL DEBT & INTEREST	51,963.74
COSTS:	
ADVERTISING	312.84
TAXES - collector TO 7/2/04	296.00
TAXES - tax claim	1,580.42
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	191.44
LEGAL JOURNAL AD	130.50
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	2,809.70

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