

03-782-CD  
NORTHWEST SAVINGS BANK vs. BOBBY L. BOAL

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NORTHWEST SAVINGS BANK vs. BOBBY L. BOAL

**William A. Shaw**  
**Prothonotary**

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

NORTHWEST SAVINGS BANK	:	
Plaintiff	:	
	:	
vs.	:	
	:	No. 2003-
BOBBY L. BOAL	:	
Defendant	:	
	:	
	:	
	:	

**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 other rights important to you.

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

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Market and Second Streets  
Clearfield, PA 16830  
(814) 765-2641

## ***AMERICANS WITH DISABILITIES ACT OF 1990***

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the Court. You must attend the scheduled conference or hearing.

Clearfield County Court Administrator  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

NORTHWEST SAVINGS BANK :  
Plaintiff :  
vs. :  
BOBBY L. BOAL : No. 2003-  
Defendant :  
:  
:

**COMPLAINT TO FORECLOSE MORTGAGE**

COMES NOW, NORTHWEST SAVINGS BANK by its attorneys, Ann B. Wood, Bell, Silberblatt & Wood, who pursuant to Pa.R.C.P. 1147, pleads:

1. The Plaintiff is **NORTHWEST SAVINGS BANK** a corporation organized under the laws of Pennsylvania, with principal offices at 1200 Old Town Road, Clearfield, PA 16830 (hereinafter "NORTHWEST").

2. The name of the Defendant is **BOBBY L. BOAL**, whose last known address is 944 Sugar Camp Road, Mahaffey, PA 15757, and was formerly known as R.R. 1, Box 558, Mahaffey, PA 15757.

3. The parcel of real estate subject to this action is more particularly described as follows:

**ALL that certain parcel situated in the Township of Greenwood, County of Clearfield, Commonwealth of Pennsylvania, being the same premises which vested in Bobby L. Boal by deed dated November 17,**

1994, recorded in Clearfield County Deed Book 1644, Page 188 and further identified by Tax Map #117-E11-O-78, more particularly bounded and described as follows:

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

BEGINNING at a point on the line of Leslie Hess and in the center of Township Road T-458; thence along the line of Leslie Hess, remaining within the right-of-way of T-458 North 29 degrees 51 minutes East 608.4 feet to a point in the centerline of T-458; thence along William C. Derrick South 65 degrees 55 minutes East 461.0 feet to a one-half inch pipe at the corner of Harry G. Derrick; thence along Catherine Hartzfeld, of which this is a part, South 33 degrees 38 minutes West 663.9 feet to a pipe; thence along same and Harold Beers North 59 degrees 06 minutes West 414.9 feet to a point in the centerline of T-458 and place of beginning. Containing 6.1 acres as shown on the survey prepared by Roger S. Thurston, Surveyor, dated July 10, 1976, and recorded with the prior deed in the chain of title from Catherine L. Hartzfeld to George Irwin and Irene Irwin dated July 19, 1976, and recorded in Deed Book 722, Page 552.

4. Defendant mortgaged the property described above to Northwest Savings Bank, Plaintiff, by instrument dated March 16, 2000, for a principal debt of \$18,325.34, together with interest. Said mortgage was recorded in Clearfield County as Instrument #200003609. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

5. Defendant also executed a Note in favor of Northwest Savings Bank together with the foregoing mortgage evidencing his personal obligation to pay the \$18,325.34 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto and incorporated herein by reference as Exhibit B.

6. Plaintiff has not assigned this mortgage or note.

7. No judgment has been entered in any jurisdiction upon this mortgage or the underlying obligation to pay the note.

8. Defendant is entitled to no credits or set-offs.

9. On or about January 20, 2003, Defendant failed to make a payment of \$389.22, and at no time since then have all monthly payments been made which constitutes a default.

10. After crediting all amounts paid by Defendant to Plaintiff in reduction of this mortgage, there is a total past due of \$1,245.50 as of March 24, 2003.

11. Written and oral demand has been made upon the Defendant to make said payments to Plaintiff and correct his default, but he has failed to do so.



12. The exact amounts due under said mortgage and because of Defendant's default, after acceleration of the balance due pursuant to its terms as of May 2, 2003, are as follows:

a)	Balance	\$ 9,420.68
b)	Interest Due to 5/2/03	\$ 306.83
c)	Interest accruing after 5/2/03 at \$2.58 per day (to be added)	\$ _____
d)	Late charges	\$ 116.76
e)	Satisfaction Fee	\$ 28.50
f)	Costs of Suit (to be added)	\$ _____
g)	Attorney's commission of amounts reasonably and actually incurred	\$ _____
	Preliminary Total	\$ 9,872.77
	<b>FINAL TOTAL</b>	<b>\$ _____</b>

13. In compliance with Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 et seq. Homeowner's Emergency Mortgage Assistance Act, 1959, Dec. 3, P.L. 1688, No. 621, art. IV-C, Section 402-C, added 1983, Dec. 23, P.L. 385, No. 91, Section 2, 35 P.S. Section 1680.401c et seq., Plaintiff sent a letter to the Defendant by Certified Mail on March 28, 2003, at his last known address advising him of this default and his rights under this Act. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit C.

14. True and correct copies of the certified mail receipts postmarked by the U. S. Postal Service are attached hereto and incorporated herein by reference as Exhibit D.

15. More than thirty (30) days have elapsed since the mailing of said notices. Neither Plaintiff or Plaintiff's counsel have received notice that the Defendant has asserted his rights under said notices.

WHEREFORE, Plaintiff demands judgment in its favor as specified in paragraph 12 above, authority to foreclose its mortgage against the real estate and such other relief as the court deems just.

Respectfully submitted,

BELL, SILBERBLATT & WOOD

Date: 5/27/03

Ann B. Wood  
Ann B. Wood, Esquire  
Attorney for Plaintiff

AFFIDAVIT

STATE OF PENNSYLVANIA :  
: SS  
COUNTY OF CLEARFIELD :

RANEA BREWER, being duly sworn according to law, deposes and says that she is the ASSISTANT MANAGER for NORTHWEST SAVINGS BANK and, as such, is duly authorized to make this Affidavit, and further, that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.

Ranea Brewer  
Ranea Brewer, Asst. Manager

SWORN TO AND SUBSCRIBED  
before me this 27th  
day of May 2003.

Andrea M. Smith  
Notary Public



**MORTGAGE**

THIS MORTGAGE is made this 16th day of March 2000 between the Mortgagor, Bobby L. Boal, nms (herein "Borrower"), and the Mortgagee, Northwest Savings Bank, a corporation organized and existing under the laws of Pennsylvania, whose address is 1200 Old Town Road Clearfield, PA 16830 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 18,325.34, which indebtedness is evidenced by Borrower's note dated March 16th, 2000 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 20th, 2005;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with the 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, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Clearfield State of Pennsylvania:

ALL THAT CERTAIN PARCEL SITUATED IN THE TOWNSHIP OF GREENWOOD, COUNTY OF CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA, BEING THE SAME PREMISES WHICH VESTED IN THE MORTGAGOR BY DEED DATED 11/17/94 OF RECORD IN CLEARFIELD COUNTY DEED BOOK #1644, PAGE #188

MAP #117-E11-0-78

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
**200003609**  
RECORDED ON  
**Mar 17, 2000**  
**11:04:12 AM**

RECORDING FEES - \$13.00  
RECORDER  
COUNTY IMPROVEMENT FUND \$1.00  
RECORDER IMPROVEMENT FUND \$1.00  
STATE WRIT TAX \$0.50  
TOTAL \$15.50

*Northwest*

which has the address of R.D. 1 BOX 558 MAHAFFEY  
[Street] [City]  
Pennsylvania 15757 (herein "Property Address");  
[Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which 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 hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments 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 (including condominium and planned unit development assessments, if any) 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. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 in one or more payments as Lender may require.

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 17 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, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid 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.

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.

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 insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

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.

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.

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, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. 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.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, 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. Nothing contained in this paragraph 7 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, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, 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. 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.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** 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 provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. 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 delivering it or 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 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.

**13. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. 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 this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. 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.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**16. Transfer of the Property.** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered 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 17 hereof.

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

**17. 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 give notice to Borrower as provided by applicable law specifying, among other things: (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 nonexistence 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 attorneys' fees, and costs of documentary evidence, abstracts and title reports.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, 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 before 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 and the Note 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 17 hereof, including, but not limited to, reasonable attorneys' 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.

**19. 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 17 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 17 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 attorneys' 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.

20. **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.

21. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witness:

*Ranea Brewer*

*X Bobby L. Boal*

Bobby L. Boal

- Borrower

- Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: 1200 Old Town Road  
Clearfield, PA 16830

On behalf of the Lender, By: *Ranea Brewer* Title: Assistant Branch Manager  
Ranea Brewer

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:

On this, the 16th day of March, 2000, before me,  
Brenda S. Byers, the undersigned officer, personally appeared  
Bobby L. Boal  
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within  
instrument and acknowledged that he executed the same for the purposes  
herein contained.

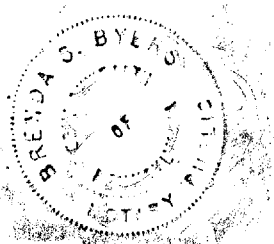
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

*Brenda S. Byers*

Title of Officer

Notary Public



Notarial Seal  
Brenda S. Byers, Notary Public  
Lawrence Twp., Clearfield County  
My Commission Expires July 1, 2002  
Member, Pennsylvania Association of Notaries

(Space Below This Line Reserved For Lender and Recorder)

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate. <b>9.99 %</b>	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you. <b>\$ 5,027.86 (e)</b>	<b>Amount Financed</b> The amount of credit provided to you or on your behalf. <b>\$ 18,325.34</b>	<b>Total of Payments</b> The amount you will have paid after you have made all scheduled payments. <b>\$ 23,353.20 (e)</b>
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Your Payment Schedule will be: \_\_\_\_\_ e means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
<b>60</b>	<b>\$ 389.22</b>	<b>20th</b>
		Monthly, beginning <b>April</b> , 2000

Security: You are giving a security interest in:  
☐ the goods or property being purchased: **1981 Liberty Mobile Home - VIN #08L19132**  
☒ (brief description of other property) **R.D. 1 Box 558 Mahaffey, PA 15757**

Filing Fees \$ see Itemization of Amount Financed

Late Charge: If a payment is late, you will be charged 10% of the payment, but not less than \$20.00.

Prepayment: If you pay off early, you will not have to pay a penalty.

Required Deposit: The Annual Percentage Rate does not take into account your required deposit.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Itemization of Amount Financed
Amount Financed
\$
Amount given to you directly
\$
Amount paid on your account
\$
Amount paid to others on your behalf
\$
to public officials
\$
to insurance company*
\$
to
\$
to
\$
to
\$
to Prepaid Finance Charge
\$

You are the person (or persons) who signs as "Borrower" or "Co-Signer" below. If more than one person signs below, each of you will be liable, separately and together, for all of your promises in this Note. \*we may receive a portion of this amount

YOU PROMISE TO  
PAY TO US:

#### NORTHWEST SAVINGS BANK

or to our order, at any of our branch offices, the Principal sum of eighteen thousand three hundred twenty five Dollars, the interest at the rate of 9.99 % per year (the "Note Rate"), computed on the outstanding Principal balance in the manner described below, by making payments as provided in the Payment Schedule shown above. Payments are due beginning on the date shown in the Payment Schedule and on the same day of each following month until we receive payment in full. TIME IS OF THE ESSENCE.

**SECURITY AGREEMENT:** As security for the prompt payment of the sums you owe and the proper performance of your promises in this Note, you and all "Co-Owners" signing below grant us:

(i) a security interest in the following personal property, and its equipment and accessories:

1. **1981 Liberty Mobile Home**  
**VIN #08L19132**

2.

3.

Our security interest includes parts, called "accessions," added to the personal property at any later time.

(ii) a Mortgage upon **R.D. 1 Box 558**  
**Mahaffey, PA 15757**

All the property which secures this Note is called the "Collateral." Our rights and your responsibilities regarding any personal property Collateral are provided in this Security Agreement, which continues on the reverse side. Our rights in any real property Collateral are contained in the Mortgage. At your expense, you will cooperate and join with us in signing and filing documents and in taking any other steps which we deem necessary to perfect, maintain perfection of, and satisfy our security interest in the Collateral.

**CREDIT INSURANCE IS NOT REQUIRED:** Subject to acceptance by the insurer named below, credit insurance is available through us for the term of this Note at the costs shown below. Single Credit Life and Single Credit Accident & Health Insurance are available to any one Borrower or Co-Signer signing below for insurance. Joint Credit Life and Joint Credit Accident and Health Insurance are available to both Borrowers or Co-Signers signing for such insurance below. No credit insurance will be provided unless the appropriate statement(s) is signed by the Borrower(s) or Co-Signer(s) to be insured and the costs shown below are included in the Amount Financed. (See the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side.)

By signing, you want Single Credit Life Insurance,

which costs \$ **395.88**

What is  
your age?

**11-12-60** years

Signature of Borrower/Co-Signer to be insured for Single Credit Life Insurance

By signing, you want Single Credit Accident & Health Insurance, which costs \$ **929.46**

What are  
your ages?

**11-12-66** years

Signature of Borrower/Co-Signer to be insured for Single Credit Accident & Health Insurance

By signing, you both want Joint Credit Life Insurance,

which costs \$ **N/A**

What are  
your ages?

1.

2.

Signatures of both Borrowers/Co-Signers to be insured for Joint Credit Life Insurance.

By signing, you both want Joint Credit Accident & Health Insurance which costs \$ **N/A**

What are  
your ages?

Percentage to  
be insured

1.

2.

Signatures of both Borrowers/Co-Signers to be insured for Joint Credit Accident & Health Insurance.

Insurer: **USLIFE CREDIT LIFE INSURANCE COMPANY, Schaumburg, IL**

☐ Other

THE ADDITIONAL TERMS AND SECURITY AGREEMENT ON THE REVERSE SIDE ARE PART OF THIS NOTE.

BY SIGNING BELOW, YOU INTEND TO BE LEGALLY BOUND BY ALL OF THE TERMS OF THIS NOTE.

YOU ALSO ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS NOTE

**Bobby L. Boal**  
Borrower's Signature

**R.D. 1 Box 558 Mahaffey, PA 15757**  
Address

**Karen Brewster**  
Witness Signature

Borrower's Signature

Address

Witness Signature

#### NOTICE TO CO-SIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the Borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

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

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

**CO-SIGNER'S SURETY AGREEMENT:** You, the person (or persons) signing as "Co-Signer" below, promise to pay to us or to our order the Principal Sum, plus interest and other charges, as provided in this Note. You intend to be legally bound by all the terms of this Note, separately and together, with the Borrower. You are making this promise to induce us to make the loan to the Borrower, even though the proceeds will be used only for the Borrower's benefit. You agree that we may seek immediate payment from you without making any prior demand for payment upon the Borrower. You also acknowledge receiving a completed copy of this Note.

Co-Signer's Signature

Address

Date

Co-Signer's Signature

Address

Date

**CO-OWNER'S SECURITY AGREEMENT:** You, the person signing as "Co-Owner" below, together with the Borrower or otherwise being all of the owners of the Collateral, grant us a security interest in the Collateral identified above. If the Collateral consists of personal property, you agree to be bound by the terms of the Security Agreement contained in this Note. If the Collateral consists of real property, you agree to be bound by the terms of the Mortgage. You are granting us this security interest to induce us to make the loan to the Borrower and to secure the payment by the Borrower of all sums due under this Note. If, upon default and sale of the Collateral, there remains any sum still due us on the Note, you will not be obligated to pay us that sum.

Co-Owner's Signature

Address

Date



# 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 this 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.

HOMEOWNER'S NAME(S): Bobby L. Boal  
 PROPERTY ADDRESS: RR#1 Box 558 Mahaffey, PA. 15757  
 LOAN ACCT. NO.: 1555002508  
 ORIGINAL LENDER: Northwest Savings Bank  
 CURRENT LENDER/SERVICER: Northwest Savings Bank

### 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 later 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 A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

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

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

**NATURE OF THE DEFAULT**—The MORTGAGE debt held by the above lender on your property located at:  
RR#1 Box 558 Mahaffey, PA. 15757

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:**

January 20, 2003 and February 20, 2003	and due for March 20, 2003
\$389.22	\$389.22
Other charges (explain/itemize): <u>Late fees of \$77.84</u>	\$389.22

**TOTAL AMOUNT PAST DUE** \$1245.50

**B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):**

**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 \$ 1245.50**, 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:

Northwest Savings Bank  
1200 Old Town Road  
Clearfield, PA. 16830

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable.)

**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 this 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. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$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 principal 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 actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

<b>Name of Lender:</b>	<u>Northwest Savings Bank</u>
<b>Address:</b>	<u>1200 Old Town Road</u> <u>Clearfield, PA. 16830</u>
<b>Phone Number:</b>	<u>814-765-2476</u>
<b>Fax Number:</b>	<u>814-765-6477</u>
<b>Contact Person:</b>	<u>Ranea Brewer or Gigi L. Gearhart</u>

**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 X may not (CHECK ONE) 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.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

<u>Keystone Economic Development Corp.</u>	<u>CCCS of Western PA.</u>	<u>CCCS of Northeastern PA.</u>
<u>1954 Mary Grace Lane</u>	<u>219-A College Park Plaza</u>	<u>208 Hamilton Ave. Suite 1</u>
<u>Johnstown, PA. 15901</u>	<u>Johnstown, PA. 15904</u>	<u>Hamilton Square Plaza</u>
<u>Phone #814-535-6556</u>	<u>Phone #814-539-6335</u>	<u>State College, PA. 16801</u>
<u>Fax #814-539-1688</u>		<u>Phone #814-238-3668</u>
		<u>Fax #814-238-3669</u>
<u>Indiana Co. Comm Action Program</u>	<u>CCCS of Western Pennsylvania, Inc.</u>	
<u>827 Water St. Box 187</u>	<u>217 E. Plank Road</u>	
<u>Indiana, PA. 15701</u>	<u>Altoona, PA. 16602</u>	
<u>Phone #724-465-2657</u>	<u>Phone #814-944-8100</u>	
<u>Fax #412-465-5118</u>	<u>Fax #814-944-5747</u>	

☐ CREDIT COUNSELING AGENCIES ARE LISTED ON THE ATTACHED PAGE

U.S. Postal Service

**CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

7099 3400 0016 7878 2670

Postage	\$ .37	Postmark Here
Certified Fee	2.30	
Return Receipt Fee (Endorsement Required)	1.75	
Restricted Delivery Fee (Endorsement Required)		
<b>Total Postage &amp; Fees</b>	<b>\$ 4.42</b>	

Recipient's Name (Please Print Clearly) (to be completed by mailer)  
 Bobby L BOAL  
 Street, Apt. No., or P.O. Box No. 1221 Box 558  
 City, State, ZIP+4 Mahaffey PA 15757  
 PS Form 3800, February 2000 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

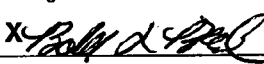
Bobby L BOAL  
~~Rt 1 Box 558~~  
 Mahaffey, PA.  
 15757

944 Sugar Camp Rd

2. Article Number (Copy from service label)

7099 3400 0016 7878 2670

**COMPLETE THIS SECTION ON DELIVERY**

- A. Received by (Please Print Clearly) Bobby BOAL B. Date of Delivery 3-28-03
- C. Signature  ☐ Agent ☐ Addressee
- D. Is delivery address different from item 1? ☐ Yes ☐ No  
 If YES, enter delivery address below:

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

FILED

*Rec'd  
a 95-*

MAY 27 2003

*6/2:38 p.m.*

William A. Shaw  
Prothonotary

*3 ca to a 5th*

BELL, SILBERBLATT & WOOD  
ATTORNEYS AT LAW  
318 EAST LOCUST STREET  
P. O. BOX 670  
CLEARFIELD, PA. 16830

In The Court of Common Pleas of Clearfield County, Pennsylvania

NORTHWEST SAVINGS BANK

VS.

BOAL, BOBBY L.

Sheriff Docket #

14103

03-782-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JUNE 13, 2003 AT 2:48 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BOBBY L. BOAL, DEFENDANT AT EMPLOYMENT, GLEN CINDER METALS, 1 TOM MIX DR., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BOBBY BOAL A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: MCCLEARY/NEVLING

Return Costs

Cost	Description
79.57	SHERIFF HAWKINS PAID BY: <i>atty</i>
10.00	SURCHARGE PAID BY: PLFF CK# 972917704

Sworn to Before Me This

*3<sup>rd</sup>* Day Of *July* 2003  
*William A. Shaw*  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

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

FILED

019:27201  
JUL 03 2003

*WAS*  
William A. Shaw  
Prothonotary

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

COUNTY NATIONAL BANK  
Plaintiff

vs.

BOBBY L. BOAL  
Defendant

2003-782-CD

FILED 

DEC 12 2003

William A. Shaw  
Prothonotary/Clerk of Courts

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on July 8, 2002, I sent by First Class Mail, postage prepaid, the notice required by Pa.R.C.P. 237.1 of our intent to enter a default judgment against the Defendant. Attached hereto and incorporated herein is a true and correct copy of said Notice.

2. This Notice was sent to the Defendant at the following address:

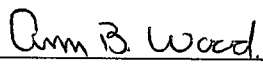
Bobby L. Boal  
944 Sugar Camp Road  
R.R. 1, Box 558  
Mahaffey, PA 15757

3. More than ten days have elapsed since the mailing of said Notice, but Defendant is still in default of an Answer or other responsive pleading.

4. Please enter judgment in favor of the Plaintiff and against the Defendant in the amount of \$9,872.77 plus interest and costs of suit.

Respectfully submitted:  
BELL, SILBERBLATT & WOOD

Date: 12/11/03

  
Ann B. Wood, Esquire

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

NORTHWEST SAVINGS BANK :  
Plaintiff :  
vs. :  
BOBBY L. BOAL : No. 2003-782-CD  
Defendant :  
:

TO: Bobby L. Boal  
944 Sugar Camp Road (Formerly R.R. 1, Box 558)  
Mahaffey, PA 15757

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN 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 TO A 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.

THIS TEN (10) DAY PERIOD SHALL EXPIRE ON JULY 18, 2003.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Market and Second Streets  
Clearfield, PA 16830  
(814) 765-2641

BELL, SILBERBLATT & WOOD  
By:

Ann B. Wood  
Ann B. Wood, Esquire  
Attorney for Plaintiff

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

NORTHWEST SAVINGS BANK	:	
Plaintiff	:	
	:	
vs.	:	
	:	No. 2003-782-CD
BOBBY L. BOAL	:	
Defendant	:	

**CERTIFICATE OF ADDRESS**

I, Ann B. Wood, Attorney for Plaintiff, certify that to the best of my information, knowledge and belief, the name and address of the Plaintiff and last known addresses of the Defendant are as follows:

Plaintiff: Northwest Savings Bank  
1200 Old Town Road  
Clearfield, PA 16830

Defendant: Bobby L. Boal  
944 Sugar Camp Road  
R.R. 1, Box 558  
Mahaffey, PA 15757

Bobby L. Boal  
301 High Street  
Clearfield, PA 16830

Date: 12/11/03

BELL, SILBERBLATT & WOOD  
By:

Ann B. Wood  
Ann B. Wood, Esquire



FILED

01/23/2003 No CC  
DEC 12 2003 P15 pd. 20.00

William A. Shaw  
Prothonotary/Clerk of Courts

Notice to Def. - 2 addresses:  
sent to

301 High St.  
Clearfield, PA 16830  
-and-

944 Sugar Camp Road  
RR 1, Box 558  
Mahanoy, PA 15757

COPY

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

NORTHWEST SAVINGS BANK	:	
Plaintiff	:	
	:	
vs.	:	
	:	No. 2003-782-CD
BOBBY L. BOAL	:	
Defendant	:	

Notice is given that a judgment has been entered of record in Clearfield County against Bobby L. Boal, Defendant, and in favor of the Plaintiff in the amount of \$9,872.77, plus interest and costs.

**Prothonotary**

By \_\_\_\_\_, Deputy

Rule of Civil Procedure No. 236

COPY

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

Northwest Savings Bank  
Plaintiff(s)

No.: 2003-00782-CD

Real Debt: \$9,872.77

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Bobby L. Boal  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 12, 2003

Expires: December 12, 2008

Certified from the record this 12th day of December, 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

NORTHWEST SAVINGS BANK

Plaintiff

vs.

BOBBY L. BOAL

Defendant

No. 2003-782-CD

**PRAECIPE TO SETTLE AND DISCONTINUE**

TO: William A. Shaw, Prothonotary,

Please mark the above captioned matter settled and discontinued.

BELL, SILBERBLATT & WOOD

By:

Date: Jan 22, 2004

Ann B. Wood

Ann B. Wood, Esquire  
Attorney for Plaintiff

**FILED**

**JAN 22 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

FILED *Nece*

*8/3:09 PM*  
JAN 22 2004

William A. Shaw  
Prothonotary/Clerk of Courts

*Disc. to Atty. Copy to CIA*  
*[Signature]*

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Northwest Savings Bank

Vs.

No. 2003-00782-CD

Bobby L. Boal

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on January 22, 2004, marked:

Settled and Discontinued

Record costs in the sum of \$105.00 have been paid in full by Ann B. Wood, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 22nd day of January A.D. 2004.

---

William A. Shaw, Prothonotary