

03-886-CD  
BANK ONE, N.A. vs. HARRY S. COULTER, SR. et al.

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

BANK ONE, N.A.,

Plaintiff,

v.

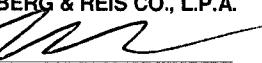
HARRY S. COULTER, SR. and  
KIM D. COULTER,

Defendants.

**TO: DEFENDANT:**

YOU ARE HEREBY NOTIFIED TO PLEAD TO THE  
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS  
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT  
MAY BE ENTERED AGAINST YOU.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:   
ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THE ADDRESS OF PLAINTIFF IS:

N54 W13600 Woodale Drive  
Menomonee Falls, WI 53051

AND THE DEFENDANT ARE:

25 High Street  
Clearfield, PA 16830

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:   
ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THAT THE LOCATION OF THE REAL  
ESTATE AFFECTED BY THIS LIEN IS:

25 High Street  
Clearfield, PA 16830  
4<sup>th</sup> Ward; Bgh of Clearfield  
WELTMAN, WEINBERG & REIS CO., L.P.A.

By:   
ATTORNEYS FOR PLAINTIFF

NO. 03-886-CJ

ISSUE NO.:

CODE:

TYPE OF PLEADING:

**COMPLAINT IN MORTGAGE  
FORECLOSURE**

FILED ON BEHALF OF:  
PLAINTIFF

COUNSEL OF RECORD FOR THIS  
PARTY:

Kimberly J. Hong, ESQUIRE  
Pa. I.D. #74950

WELTMAN, WEINBERG & REIS CO., L.P.A.  
Firm #339  
2718 KOPPERS BUILDING  
436 SEVENTH AVENUE  
PITTSBURGH, PA 15219  
(412) 434-7955  
WWR#02956273

**FILED**

JUN 16 2003

William A. Shaw  
Prothonotary

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

BANK ONE, N.A.,

Plaintiff,

v.

NO:

HARRY S. COULTER, SR. and  
KIM D. COULTER,

Defendants.

**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:**

PA Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

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

BANK ONE, N.A.,

Plaintiff,

v.

NO:

HARRY S. COULTER, SR. and  
KIM D. COULTER,

Defendants.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now, comes Plaintiff, Bank One, N.A., by and through its attorneys, WELTMAN, WEINBERG & REIS CO., L.P.A., and files this Complaint in Mortgage Foreclosure, averring in support thereof the following:

1. The Plaintiff is Bank One, N.A., a lending institution duly authorized to conduct business within the Commonwealth of Pennsylvania (hereinafter "Plaintiff").
2. The Defendants are Harry S. Coulter, Sr. and Kim D. Coulter, adult individuals whose last known address is 25 High Street, Clearfield, PA 16830.
3. On or about March 8, 2001, the Defendants borrowed the sum of \$50,000.00 from Plaintiff pursuant to the terms of a written agreement, and as security for repayment thereof, Defendants made, executed and delivered to Plaintiff, a Mortgage in the original principal amount of \$50,000.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on March 27, 2001 in Instrument No. 200104229. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "A", attached hereto and made a part hereof.

4. The Defendants are the current record and real owners of the aforesaid mortgaged premises.

5. The Defendants are in default under the terms of the aforesaid written agreement and Mortgage.

6. Demand for payment has been made upon the Defendants by Plaintiff, but Defendants were unable to pay the principal balance, interest or any other portion thereof to Plaintiff.

7. On or about March 31, 2003, Defendants were mailed Notice of Homeowner's Emergency Assistance Act of 1983, in compliance with the Homeowner's Emergency Assistance Act, Act 91 of 1983 and pursuant to 12 PA Code Chapter 31, Subchapter B, Section 31.201 et seq. A true and correct copy of said Notices is attached hereto as Exhibit "C".

8. The amount due and owing Plaintiff by Defendant is as follows:

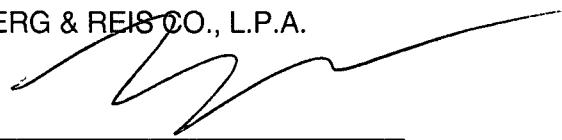
Principal	\$ 49,633.52
Interest thru 3/25/03	\$ 1,972.08
Late Charge thru 3/25/03	\$ 0.00
Execution Costs thru 3/25/03	\$ 0.00
Attorneys' Fees thru 3/25/03	\$ 1,000.00
Other Charges	<u>\$ 50.00</u>
 TOTAL	 \$ 52,655.60

9. Contemporaneously hereunder, Defendants have been advised of their right to dispute the validity of this debt or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto marked Exhibit "C" and made a part hereof.

WHEREFORE, Plaintiff demands judgment in Mortgage Foreclosure for the amount due of \$52,655.60, with interest thereon at the rate of \$13.10 per diem from March 25, 2003, plus costs, in addition to late charges and for foreclosure and sale of mortgaged premises.

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.**

WELTMAN, WEINBERG & REIS CO., L.P.A.



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Kimberly J. Hong, Esquire  
Pa. I.D. #74950  
Attorneys for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER

200104229

RECORDED ON

Mar 27, 2001  
1:05:44 PM

RECORDING FEES -	\$21.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER IMPROVEMENT FUND	\$1.00
STATE WRIT TAX	\$0.50
<b>TOTAL</b>	<b>\$23.50</b>
CUSTOMER	
RENAISSANCE SETTLEMENTS	

18M0099MMI

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MORTGAGE

Sr. HSC.SR.

THIS MORTGAGE dated March 8, 2001, is made and executed between HARRY S COULTER *JR*, whose address is 25 HIGH STREET, CLEARFIELD, PA 16830 and KIM D COULTER, whose address is 25 HIGH STREET, CLEARFIELD, PA 16830; HUSBAND AND WIFE (referred to below as "Grantor") and Bank One, NA, whose address is 100 East Broad Street, Columbus, OH 43271 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or otherwise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in CLEARFIELD County, Commonwealth of Pennsylvania:

### SEE ATTACHED EXHIBIT A

The Real Property or its address is commonly known as 25 HIGH STREET, CLEARFIELD, PA 16830. The Real Property tax identification number is 04340.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

HSC.SR

K.D.B.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that certain lot or parcel of ground situate in the Fourth (formerly Second) Ward of Clearfield Borough, Clearfield County, Pennsylvania, in Woolridge Addition thereto, bounded and described as follows:

Beginning at a point on Hill Road or High Street at the southeasterly corner of lot no. 6; thence 106.8 feet in a westerly direction along lot no. 6 to a driveway; thence 50.4 feet in a southerly direction along driveway to lot no. 8 to Hill Road or High Street; thence 50 feet in a northerly direction along Hill Road or High Street to the place of beginning. Being lot no. 7 in the plot of the E.H. and D.R. Woodridge Addition to Clearfield, recorded at Clearfield in Miscellaneous book no. 21, page 566.

Parcel No.: 04340

Current/Prior Deed Reference: Deed from Gordon Shimmel and Rosella J. Shimmel, h/w to Harry S. Coulter Jr. and Kim D. Coulter, h/w dated 5/1/98 recorded on 5/4/98 at DBV 1929, Page 117.

File Number: 200100134

**MORTGAGE**

**FROM: Harry S. Coulter Sr. and Kim D. Coulter**

**TO: Bank One, NA**

**MAIL TO:**

Renaissance Settlements, L.L.C.  
407 Frick Building, 437 Grant Street  
Pittsburgh, PA 15219

## MORTGAGE (Continued)

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**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and permissible fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**LENDER'S EXPENDITURES.** If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims

HSC 5r. K-DC.

## MORTGAGE (Continued)

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(B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Property also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Promises.** All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to

HSC Sr.

K.D.C.

# MORTGAGE

(Continued)

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be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT.** At Lender's option, Grantor will be in default under this Mortgage if any of the following happen:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Break Other Promises.** Grantor breaks any promise made to Lender or Grantor fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

**False Statements.** Any representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage, the Note, or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Taking of the Property.** Any creditor or governmental agency tries to take any of the Property or any other of Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Grantor's accounts with Lender.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option, after giving such notices as required by applicable law, to declare the entire Indebtedness immediately due and payable.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Subject to applicable law Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

**Deficiency Judgment.** Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled.

HSC Sr. K.D.C.

**MORTGAGE**  
(Continued)

**Page 5**

In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Election of Remedies.** An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

**Expenses.** To the extent not prohibited by applicable law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights, shall become a part of the loan payable on demand, and shall bear interest at the Note rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate the automatic stay or injunction) and appeals, to the extent permitted by applicable law.

**NOTICES.** Unless otherwise provided by applicable law, any notice required to be given under this Mortgage shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender. Notwithstanding the foregoing, the address for notice for Lender is: Bank One, P.O. Box 901008, Fort Worth, TX 76101-2008.

**IDENTITY OF LENDER.** Lender is Bank One, N.A., a national banking association with its main offices located in Columbus, Ohio.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** This agreement will be governed by and interpreted in accordance with federal law and the laws of the State of Pennsylvania, except for matters related to interest and the exportation of interest, which matters will be governed by and interpreted in accordance with federal law (including, but not limited to, statutes, regulations, interpretations, and opinions) and laws of the State of Ohio. However, if there ever is a question about whether any provision of the agreement is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction which is evidenced by this and other related documents has been approved, made and funded, and all necessary documents have been accepted by Lender in the State of Ohio.

**Joint and Several Liability.** All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

**No Waiver by Lender.** Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

**Severability.** If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successor Interests.** The terms of this Mortgage shall be binding upon Grantor, and upon Grantor's heirs, personal representatives, successors, and assigns, and shall be enforceable by Lender and its successors and assigns.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage:

**Borrower.** The word "Borrower" means HARRY S COULTER JR and KIM D COULTER, and all other persons and entities signing the Note.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the Events of Default set forth in this Mortgage in the Events of Default section of this Mortgage.

**Grantor.** The word "Grantor" means HARRY S COULTER JR and KIM D COULTER.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

HSC.Sr. K.D.C.

MORTGAGE  
(Continued)

Page 6

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means Bank One, NA, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated March 8, 2001, in the original principal amount of \$50,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is April 1, 2031.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

x HARRY S COULTER Sr (Seal)  
HARRY S COULTER, Jr, Individually  
Sr. HSC, Sr.

x KIM D COULTER (Seal)  
KIM D COULTER, Individually

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, Bank One, NA, herein is as follows:

100 East Broad Street, Columbus, OH 43271

Margaret Berkemeyer  
Attorney or Agent for Mortgagee

MORTGAGE  
(Continued)

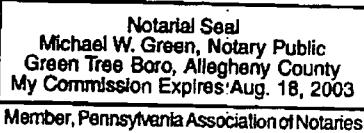
Page 7

INDIVIDUAL ACKNOWLEDGMENT

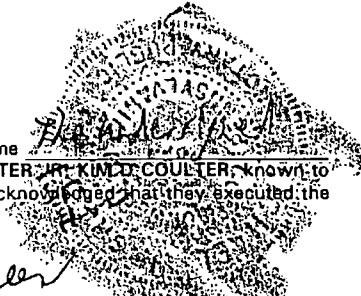
COMMONWEALTH OF PENNSYLVANIA )  
 ) SS  
COUNTY OF CLEARFIELD )

On this, the 8th day of March, 2001, before me, the undersigned Notary Public, personally appeared **HARRY S COULTER, JR. KIM M COULTER**, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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



Notary Public in and for the State of PA



## **FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE**

By law, this law firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period, no further action will be taken to obtain Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.

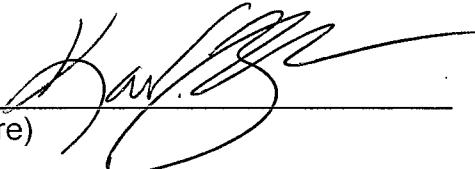
This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

**VERIFICATION**

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. § 4904 relating to unsworn falsifications to authorities, that he/she is Karen V. Zurowick, Foreclosure Specialist, of Bank One, N.A., plaintiff herein, that he/she is duly (TITLE) authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

\_\_\_\_\_  
(Signature)



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

**BANK ONE**

**VS.**

**COULTER, HARRY S. & KIM D.**

**Sheriff Docket #** 14204

**03-886-CD**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW JULY 10, 2003 AT 11:00 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON HARRY S. COULTER SR., DEFENDANT AT RESIDENCE, 25 HIGH ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO HARRY S. COULTER SR. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: RYEN

NOW JULY 10, 2003 AT 11:00 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KIM D. COULTER, DEFENDANT AT RESIDENCE, 25 HIGH ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KIM COULTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: RYEN

---

**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>26.37</b>	<b>SHERIFF HAWKINS PAID BY: ATTY CK# 8090913</b>

---

**Sworn to Before Me This**

*30<sup>th</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 Hauer*  
Chester A. Hawkins  
Sheriff

**FILED**

*07/30/03*  
JUL 30 2003 *KPL*

William A. Shaw  
Prothonotary/Clerk of Courts

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

BANK ONE, N.A.,

Plaintiff

No. 03-886-CD

vs.

HARRY S. COULTER, SR. and  
KIM D. COULTER,

PRAECIPE FOR DEFAULT JUDGMENT  
(IN REM)

Defendants

I HEREBY CERTIFY THE ADDRESS OF PLAINTIFF IS:

N54 W13600 Woodale Drive  
Menomonee Falls, WI 53051

Kimberly J. Hong, Esquire  
PA I.D. NO. 74950

AND THE DEFENDANT IS:

25 High Street  
Clearfield, PA 16830

Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WELTMAN, WEINBERG & REIS CO., L.P.A.

BY: \_\_\_\_\_  
ATTORNEYS FOR PLAINTIFF

WWR#02956273

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

FILED

AUG 11 2003

William A. Shaw  
Prothonotary

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

BANK ONE, N.A.,

Plaintiff

No. 03-886-CD

vs.

HARRY S. COULTER, SR. and  
KIM D. COULTER,

Defendants

**PRAECIPE FOR DEFAULT JUDGMENT (IN REM)**

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendants, Harry S. Coulter, Sr. and Kim D. Coulter, above named, in the default of an Answer, in the amount of \$54,381.98 computed as follows:

Principal	\$49,633.52
Interest thru 8/4/03	
at the legal interest rate of \$13.10 per diem	\$ 3,608.96
Late Charges thru 8/4/03	\$ 0.00
BPO thru 8/4/03	\$ 89.50
Execution Costs thru 8/4/03	\$ 0.00
Attorneys fees thru 8/4/03	\$ 1,000.00
Title Search	<u>\$ 50.00</u>
<b>TOTAL</b>	<b>\$ 54,381.98</b>

With continuing interest at the aforesaid rate plus appropriate additional attorney fees and costs.

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: \_\_\_\_\_  
Kimberly J. Hong  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955



**AFFIDAVIT OF NON-MILITARY SERVICE**

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:   
Kimberly J. Hong  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

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

BANK ONE, N.A.,

Plaintiff

vs.

Civil Action No. 03-886-CD

HARRY S. COULTER, SR. and  
KIM D. COULTER,

Defendants.

**IMPORTANT NOTICE**

TO: Kim D. Coulter  
25 High Street  
Clearfield, PA 16830

Date of Notice:

7/24/03

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 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:

PA Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

Kimberly J. Hong  
Weltman, Weinberg & Reis co. L.P.A.  
2718Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND  
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

BANK ONE, N.A.,

Plaintiff

No. 03-886-CD

vs.

HARRY S. COULTER, SR. and  
KIM D. COULTER,

Defendants

CO  
PY

NOTICE OF JUDGMENT OR ORDER

TO: Harry S. Coutler, Sr.  
25 High Street  
Clearfield, PA 16830

( ) Plaintiff  
(xx) Defendant  
( ) Garnishee

You are hereby notified that the following  
Order or Judgment was entered against you  
on \_\_\_\_\_

( ) Assumpsit Judgment in the amount of \$\_\_\_\_\_ plus costs.  
(XX) Mortgage Foreclosure in the amount of \$54,381.98 plus costs.  
( ) Trespass Judgment in the amount of \$\_\_\_\_\_ plus costs.  
( ) If not satisfied within sixty (60) days, your motor vehicle operator's  
license and/or registration will be suspended by the Department of  
Transportation, Bureau of Traffic Safety, Harrisburg, PA.  
(xx) Entry of Judgment of  
( ) Court Order  
( ) Non-Pros  
( ) Confession  
(xx) Default  
( ) Verdict  
( ) Arbitration Award

Prothonotary

By: \_\_\_\_\_  
PROTHONOTARY (OR DEPUTY)

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

BANK ONE, N.A.,

Plaintiff

vs.

Civil Action No. 03-886-CD

HARRY S. COULTER, SR. and  
KIM D. COULTER,

Defendants.

**IMPORTANT NOTICE**

TO: Harry S. Coulter, Sr.  
25 High Street  
Clearfield, PA 16830

Date of Notice: 7/24/03

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PA Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: Kimberly J. Hong  
Kimberly J. Hong  
Weltman, Weinberg & Reis co. L.P.A.  
2718Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

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

BANK ONE, N.A.,

Plaintiff No. 03-886-CD

vs.

HARRY S. COULTER, SR. and  
KIM D. COULTER,

COPIED

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: Kim D. Coulter  
25 High Street  
Clearfield, PA 16830

( ) Plaintiff  
(xx) Defendant  
( ) Garnishee

You are hereby notified that the following  
Order or Judgment was entered against you  
on \_\_\_\_\_

( ) Assumpsit Judgment in the amount of \$\_\_\_\_\_ plus costs.  
(XX) Mortgage Foreclosure in the amount of \$54,381.98 plus costs.  
( ) Trespass Judgment in the amount of \$\_\_\_\_\_ plus costs.  
( ) If not satisfied within sixty (60) days, your motor vehicle operator's  
license and/or registration will be suspended by the Department of  
Transportation, Bureau of Traffic Safety, Harrisburg, PA.  
(xx) Entry of Judgment of  
( ) Court Order  
( ) Non-Pros  
( ) Confession  
(xx) Default  
( ) Verdict  
( ) Arbitration Award

Prothonotary

By: \_\_\_\_\_  
PROTHONOTARY (OR DEPUTY)

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

Bank One, N.A.  
Plaintiff(s)

No.: 2003-00886-CD

*COPY*

Real Debt: \$54,381.98

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Harry S. Coulter  
Kim Coulter  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 11, 2003

Expires: August 11, 2008

Certified from the record this 11th day of August, 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

BANK ONE, N.A.,

Plaintiff, NO: 03-886-CD

vs.

HARRY S. COULTER, SR. and  
KIM D. COULTER,

Defendants.

TYPE OF PLEADING:

PRAECIPE FOR WRIT OF EXECUTION

Filed on Behalf of:

PLAINTIFF

Counsel or Record for this Party:

Kimberly J. Hong  
PA I.D. #74950

Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
WWR #02956273

FILED

AUG 26 2003

William A. Shaw  
Prothonotary/Clerk of Courts

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

BANK ONE, N.A.,

Plaintiff,

NO: 03-886-CD

vs.

HARRY S. COULTER, SR. and  
KIM D. COULTER,

Defendants.

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter, directed to the Sheriff of Clearfield County  
against Defendants, Harry S. Coulter, Sr. and Kim D. Coulter for the amount of:

1. Judgment Amount	\$ 54,381.98
Interest at the rate of \$13.10 per diem from 8/04/03 to sale date	\$ 1,572.00
2. Late Charges thru sale date	\$ <u>85.44</u>
<b>TOTAL</b>	<b>\$ 56,039.42</b>

*Prothonotary costs \$125.00*

With continuing interest at the aforesaid rate plus appropriate additional attorney fees and costs.

Costs (to be added by Prothonotary) \$

Date: 8/18/03

  
\_\_\_\_\_  
Kimberly J. Hong  
Attorney for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219

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

BANK ONE, N.A.,

Plaintiff,

NO: 03-886-CD

VS.

HARRY S. COULTER, SR. and  
KIM D. COULTER,

## Defendants.

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA )  
 )  
 COUNTY OF ALLEGHENY )  
 )

Bank One, N.A., Plaintiff in the above action, sets forth as of the date of the Praecept for the Writ of Execution was filed the following information concerning the real property of Harry S. Coulter, Sr. and Kim D. Coulter, located at 25 High Street, Clearfield, PA 16830 and is more fully described as follows:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF HARRY S. COULTER, SR. AND  
KIM D. COULTER OF, IN AND TO:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE 4<sup>TH</sup> WARD OF THE BOROUGH OF CLEARFIELD, COUNTY OF CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING KNOWN AND NUMBERED AS 25 HIGH STREET, CLEARFIELD, PA 16830. DEED BOOK VOLUME 1929, PAGE 117, PARCEL NUMBER Ward 4 #4.4-K08-220-70

1. The name and address of the owners or reputed owners:

Harry S. Coulter, Sr. and  
Kim D. Coulter

25 High Street  
Clearfield, PA 16830

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

Harry S. Coulter, Sr. and  
Kim D. Coulter

25 High Street  
Clearfield, PA 16830

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

Bank One, N.A.

(Plaintiff)

Tax Claim Bureau

230 E. Market Street  
Clearfield, PA 16830

4. The name and address of the last record holder of every mortgage of record:

Bank One, N.A.

(Plaintiff)

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

NONE

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

NONE

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

Inheritance Tax Bureau

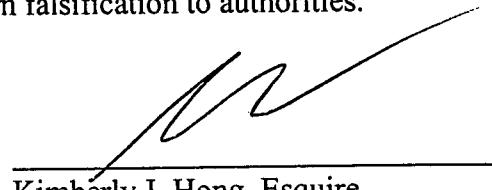
230 East Market Street  
Clearfield, PA 16830

Domestic Relations

230 East Market Street  
Clearfield, PA 16830

The information provided in the foregoing Affidavit is provided solely to comply with the Pennsylvania Rules of Civil Procedure 3129.1 and it is not intended to be a comprehensive abstract of the condition of the title of the real estate which is being sold under this execution. No person or entity is entitled to rely on any statements made herein in regard to the condition of the title of the property or to rely on any statement herein in formulating bids which might be made at the sale of the property.

I verify that the statements made in the Affidavit are true and correct to the best of my personal 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.

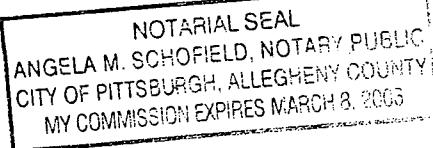


\_\_\_\_\_  
Kimberly J. Hong, Esquire  
Attorneys for Plaintiff

Sworn to and subscribed before me

this 18<sup>th</sup> day of August, 2003.

Angela M. Schofield  
Notary Public



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

Bank One, N.A.

Vs.

NO.: 2003-00886-CD

Harry S. Coulter, Sr. and  
Kim D. Coulter

**COPY**

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BANK ONE, N.A., Plaintiff(s) from HARRY S. COULTER, SR. and KIM D. COULTER, 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: **\$56,039.42**  
INTEREST at the rate of \$13.10 per diem  
from 8/04/03 to sale date: **\$1,572.00**  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 08/26/2003

PAID: **\$125.00**  
SHERIFF: \$  
OTHER COSTS: \$  
LATE CHARGES thru sale date: **\$85.44**

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

\_\_\_\_\_  
Sheriff

---

William A. Shaw  
Prothonotary/Clerk Civil Division

Requesting Party: Kimberly J. Hong  
2718 Koppers Building  
436 Seventh Ave.  
Pittsburgh, PA 15219

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

BANK ONE, N.A.,

Plaintiff,

NO: 03-886-CD

vs.

HARRY S. COULTER, SR. and  
KIM D. COULTER,

Defendants.

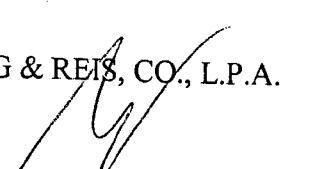
LONG FORM DESCRIPTION

ALL THAT CERTAIN lot or parcel of ground situate in the Fourth (formerly Second) Ward of Clearfield Borough, County of Clearfield, Pennsylvania, in Woodridge's Addition thereto, bounded and described as follows:

BEGINNING at a point on Hill Road or High Street at the Southeasterly corner of Lot Number six (6); thence one hundred six and eight-tenths (106.8) feet in a Westerly direction along Lot Number six (6) to a driveway; thence fifty and four-tenths (50.4) feet in a Southerly direction along driveway to Lot Number eight (8) to Hill Road or High Street; thence fifty (50) feet in a Northerly direction along Hill Road or High Street to the place of beginning. Being Lot Number seven (7) in the plot of the E.H. and D.R. Woodridge Addition to Clearfield, recorded in Clearfield in Miscellaneous Book No. 21, Page 566.

BEING the same premises which Gordon Shimmel and Rosella J. Shimmel, by Deed dated May 1, 1998 and recorded in Clearfield County on May 4, 1998 at Deed Book Volume 1929, Page 117, granted and conveyed to Harry S. Coulter and Kim D. Coulter.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

  
\_\_\_\_\_  
Kimberly J. Hong, Esquire  
Attorney for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219

Parcel No: Ward 4 #4.4-K08-220-70

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

BANK ONE, N.A.,

Plaintiff

vs.

Civil Action No. 03-886-CD

HARRY S. COULTER, SR. and  
KIM D. COULTER,

Defendants.

TYPE OF PLEADING:

**LIENHOLDER AFFIDAVIT OF SERVICE**

Filed on Behalf of:

Plaintiff

Counsel or Record for this Party:

Kimberly J. Hong  
PA I.D. #74950

Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
WWR #02956273

**FILED**

**NOV 05 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

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

BANK ONE, N.A.,

Plaintiff

vs.

Civil Action No. 03-886-CD

HARRY S. COULTER, SR. and  
KIM D. COULTER,

Defendants.

**LIENHOLDER AFFIDAVIT OF SERVICE**

BEFORE ME, the undersigned authority, personally appeared Kimberly J. Hong, Esquire, who according to law deposes and says that a copy of the Notice of Sheriff's Sale has been served on each of the following Lienholders by Certificate of Mail on October 23, 2003. True and correct copies of said certificates of mail are attached hereto as Exhibit "A".

WELTMAN, WEINBERG & REIS, CO., L.P.A.



---

Kimberly J. Hong  
Attorneys for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219

Sworn to and subscribed before me  
This 31<sup>st</sup> day of October, 2003.

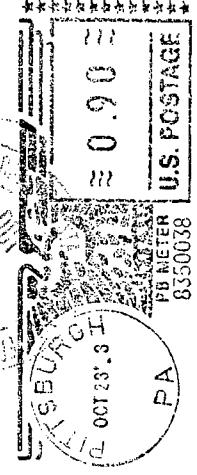
Angela M. Schofield  
Notary Public

NOTARIAL SEAL
ANGELA M. SCHOFIELD, NOTARY PUBLIC
CITY OF PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MARCH 8, 2006

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
Received From:		
<hr/> <hr/> <hr/>		
One piece of ordinary mail addressed to:		
<u>Domestic Relations</u> <u>230 E Market Street</u> <u>Clearfield, PA 16830</u>		

PS Form 3817, January 2001

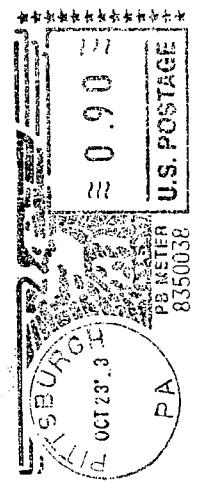
*Coulter*



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
Received From:		
<hr/> <hr/> <hr/>		
One piece of ordinary mail addressed to:		
<u>Inheritance Tax Bureau</u> <u>230 E Market Street</u> <u>Clearfield, PA 16830</u>		

PS Form 3817, January 2001

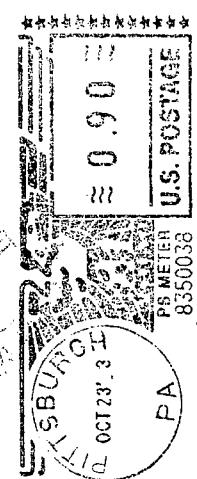
*Coulter*



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
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PS Form 3817, January 2001

*Coulter*



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14616

BANK ONE, N.A.

03-886-CD

VS.

COULTER, HARRY S., SR.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

NOW, OCTOBER 1, 2003 @ 8:555 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 DECEMBER 5, 2003 WAS SET.

**FILED**  
6/3/04  
JAN 13 2004

NOW, OCTOBER 1, 2003 @ 3:17 P.M. SERVED KIM D. COULTER, DEFENDANT, AT HER RESIDENCE 303 DAISY STREET, CLEARFIELD COUNTY, PENNSYLVAINA, BY HANDING TO KIM D. COULTER, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

William A. Shaw  
Prothonotary/Clerk of Courts  
5.00      REK.  
RBD

NOW, OCTOBER 1, 2003 @ 3:17 P.M. O'CLOCK SERVED HARRY S. COULTER, SR., DEFENDANT, AT HIS RESIDENCE 303 DAISY STREET, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO HARRY S. COULTER, SR., DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW DECEMBER 5, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, JANUARY 12, 2004 PAID COSTS FROM THE ADVANCE AND MADE A REFUND OF THE UNUSED ADVANCE TO THE ATTORNEY.

NOW, JANUARY 13, 2004 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, JANUARY 13, 2004 A DEED WAS FILED.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14616

BANK ONE, N.A.

03-886-CD

VS.

COULTER, HARRY S., SR.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

---

**SHERIFF HAWKINS      \$204.44**

**SURCHARGE      \$40.00**

**PAID BY ATTORNEY**

---

Sworn to Before Me This

13 Day Of Jan 2004

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

So Answers,

*Chester Hawkins*  
By *Cynthia Butter-Augenthaler*  
Chester A. Hawkins  
Sheriff

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

Bank One, N.A.

Vs.

NO.: 2003-00886-CD

Harry S. Coulter, Sr. and  
Kim D. Coulter

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BANK ONE, N.A., Plaintiff(s) from HARRY S. COULTER, SR. and KIM D. COULTER, 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: **\$56,039.42**  
INTEREST at the rate of \$13.10 per diem  
from 8/04/03 to sale date: **\$1,572.00**  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 08/26/2003

PAID: **\$125.00**  
SHERIFF: \$  
OTHER COSTS: \$  
LATE CHARGES thru sale date: **\$85.44**



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 26<sup>th</sup> day  
of August A.D. 2003  
At 2:00 A.M./P.M.

Requesting Party: Kimberly J. Hong  
2718 Koppers Building  
436 Seventh Ave.  
Pittsburgh, PA 15219

Chesler A. Hawkins  
Sheriff by Cynthia Butler-Aughenbaugh

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

BANK ONE, N.A.,

Plaintiff,

NO: 03-886-CD

vs.

HARRY S. COULTER, SR. and  
KIM D. COULTER,

Defendants.

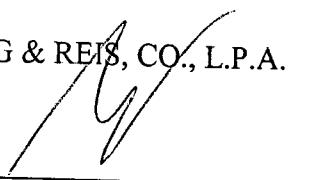
LONG FORM DESCRIPTION

ALL THAT CERTAIN lot or parcel of ground situate in the Fourth (formerly Second) Ward of Clearfield Borough, County of Clearfield, Pennsylvania, in Woodridge's Addition thereto, bounded and described as follows:

BEGINNING at a point on Hill Road or High Street at the Southeasterly corner of Lot Number six (6); thence one hundred six and eight-tenths (106.8) feet in a Westerly direction along Lot Number six (6) to a driveway; thence fifty and four-tenths (50.4) feet in a Southerly direction along driveway to Lot Number eight (8) to Hill Road or High Street; thence fifty (50) feet in a Northerly direction along Hill Road or High Street to the place of beginning. Being Lot Number seven (7) in the plot of the E.H. and D.R. Woodridge Addition to Clearfield, recorded in Clearfield in Miscellaneous Book No. 21, Page 566.

BEING the same premises which Gordon Shimmel and Rosella J. Shimmel, by Deed dated May 1, 1998 and recorded in Clearfield County on May 4, 1998 at Deed Book Volume 1929, Page 117, granted and conveyed to Harry S. Coulter and Kim D. Coulter.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

  
\_\_\_\_\_  
Kimberly J. Hong, Esquire  
Attorney for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219

Parcel No: Ward 4 #4.4-K08-220-70

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME COULTER NO. 03-886-CD

NOW, December 5, 2003, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 5TH day of DECEMBER 2003, I exposed the within described real estate of HARRY S. COULTER, SR. AND KIM D. COULTER to public venue or outcry at which time and place I sold the same to BANK ONE, N.A.

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	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>204.44</b>
<b>DEED COSTS:</b>	
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>28.50</b>

**PLAINTIFF COSTS, DEBT & INTEREST:**

DEBT-AMOUNT DUE	56,039.42
INTEREST FROM 8/4/03	1,572.00
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>57,651.42</b>
<b>COSTS:</b>	
ADVERTISING	304.29
TAXES - collector	632.61
TAXES - tax claim	NONE
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	204.44
LEGAL JOURNAL AD	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>1,583.84</b>

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

CHESTER A. HAWKINS, Sheriff