

03-1291-CD  
DEBIT BANK vs RICK L. FRANTZ et al

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

DEPOSIT BANK,	:	NO. 03 -1291 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	
	:	TYPE OF PLEADING: COMPLAINT
VS.	:	
	:	FILED ON BEHALF OF: PLAINTIFF
RICK L. FRANTZ and,	:	
PAMELA J. FRANTZ,	:	
	:	COUNSEL OF RECORD:
DEFENDANTS	:	CHRISTOPHER E. MOHNEY, ESQUIRE
	:	
	:	SUPREME COURT NO.: 63494
	:	
	:	CHRISTOPHER E. MOHNEY, ESQUIRE
	:	90 BEAVER DRIVE, SUITE 201A
	:	DUBOIS, PA 15801
	:	(814) 375-1044

FILED

SEP 02 2003

William A. Shaw  
Prothonotary/Clerk of Courts

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

DEPOSIT BANK,	:	NO. 03 - C.D.
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
VS.	:	
	:	
RICK L. FRANTZ and,	:	
PAMELA J. FRANTZ,	:	
	:	
DEFENDANTS	:	

**NOTICE**

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 CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
(814) 765-2641

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

DEPOSIT BANK,	:	NO. 03 -	C.D.
	:		
PLAINTIFF	:	TYPE OF CASE: MORTGAGE	
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VS.	:		
	:		
RICK L. FRANTZ and,	:		
PAMELA J. FRANTZ,	:		
	:		
DEFENDANTS	:		

**COMPLAINT**

AND NOW, comes the Plaintiff, **DEPOSIT BANK**, who files the following Complaint in Mortgage Foreclosure and in support thereof, the following is averred:

1. Plaintiff **DEPOSIT BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.

2. Defendants **RICK L. FRANTZ and PAMELA J. FRANTZ**, are adult individuals with a last known address at RR1, Box 59B, Luthersburg, Clearfield County, Pennsylvania 15848.

3. On November 22, 1996, Defendants executed and delivered to Plaintiff a Mortgage and a Note upon the premises hereinafter described, which Mortgage was recorded on November 25, 1996 in Clearfield County Deed and Record Book Volume

1805, page 322. True and correct copies of the Mortgage and Note are attached hereto as Exhibits "A" and "B" respectively, and are incorporated herein by reference.

4. Said mortgage has not been assigned.

5. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on November 25, 2002, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "C" and "D", respectively, and are incorporated herein by reference.

6. More than thirty (30) days have elapsed since the Notice of Homeowner's Emergency Mortgage Assistance was mailed to the Defendants and the Defendants have not requested a face to face meeting with the Plaintiff, nor has Plaintiff received notice that the Defendants have requested such a meeting with a consumer credit counseling agency or applied for assistance under the Act.

7. The premises subject to the Mortgage is the property located at RR1, Box 59B, Luthersburg, Clearfield County, Pennsylvania, and is described on Exhibit "E" attached hereto and made a part hereof.

8. Said Mortgage is in default because the principal payments due upon said Mortgage are overdue and in default for a period of more than thirty (30) days and, by the terms of said Mortgage and Note secured thereby, the whole of said unpaid balance of principal is immediately due and payable.

9. The unpaid balance of the indebtedness due Plaintiff under the terms of the said Mortgage and Note secured thereby is:

Current Balance -	\$7,277.52
Interest payoff (as of 5/15/03) -	\$ 676.93
Late Fees -	<u>\$ 119.76</u>
TOTAL:	\$8,074.21

WHEREFORE, Plaintiff demands judgment in the amount of \$8,074.21, plus interest thereon at a per diem rate of \$1.6880 on unpaid principal balance from May 15, 2003, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **RICK L. FRANTZ and PAMELA J. FRANTZ.**

Respectfully submitted,

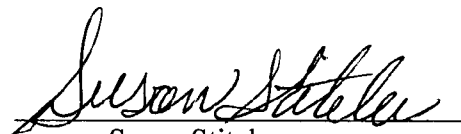
BY: 

\_\_\_\_\_  
Christopher E. Mohny, Esquire  
Attorney for the Plaintiff  
90 Beaver Drive, Suite 201A  
DuBois, PA 15801  
(814) 375-1044

**VERIFICATION**

I, SUSAN STITELER, Assistant Vice President of DEPOSIT BANK, being duly authorized to make this verification, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

  
Susan Stiteler

## RECORDATION REQUESTED BY:

Deposit Bank  
5 N Main St  
DuBois, PA 15801

## WHEN RECORDED MAIL TO:

Deposit Bank  
5 N Main St  
DuBois, PA 15801

## SEND TAX NOTICES TO:

RICK L FRANTZ and PAMELA J FRANTZ  
RR 1 BOX 59B  
LUTHERSBURG, PA 15848

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:51 PM 11-25-96  
BY *[Signature]*  
FEES 1.75  
Karen L. Starck, Recorder

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MORTGAGE

THIS MORTGAGE IS DATED NOVEMBER 22, 1996, between RICK L FRANTZ and PAMELA J FRANTZ, whose address is RR 1 BOX 59B, LUTHERSBURG, PA 15848 (referred to below as "Grantor"); and Deposit Bank, whose address is 5 N Main St, DuBois, PA 15801 (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 anywise 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, located in CLEARFIELD County, Commonwealth of Pennsylvania (the "Real Property"):

ALL THAT CERTAIN PROPERTY SITUATED IN BRADY TOWNSHIP IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED FEB 2, 1996 AND RECORDED FEB 9, 1996 IN DEED VOLUME 1735 AND PAGE 255

The Real Property or its address is commonly known as RR 1 BOX 59B, LUTHERSBURG, PA 15848.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all 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.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

**Grantor.** The word "Grantor" means RICK L FRANTZ and PAMELA J FRANTZ. The Grantor is the mortgagor under this Mortgage.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation 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 and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means Deposit Bank, its successors and assigns. The Lender is the mortgagee under this Mortgage.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

**Note.** The word "Note" means the promissory note or credit agreement dated November 22, 1996, in the original principal amount of \$13,454.23 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.

**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. The word "Property" also includes all mobile homes, modular homes, and similar structures, now or hereafter situated on the Real Property, and such structures shall be and shall remain Real Property regardless of whether such structures are affixed to the Real Property and irrespective of the classification of such structures for the purpose of tax assessments. The removal or addition of axles or wheels, or the placement upon or removal from a concrete base, shall not alter the characterization of such structures.

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, 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.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. 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 in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

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

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in 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 to any of the foregoing. The terms



"hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) 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 waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) 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 waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. 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 waste and hazardous substances. Grantor hereby (a) 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 (b) 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.

**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), soil, gravel or rock products without the prior written consent of Lender.

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. 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 its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the 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 its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the 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 therein; 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 Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. 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 a 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 all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in the following 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 attorneys' 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, materialman'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 thirty (30) 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 at any time become 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, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan or for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. 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 its election, 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 hereunder. 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 prepay 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.

**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.

**Compliance with Existing Indebtedness.** During the period in which any Existing Indebtedness described below is in effect, compliance with insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirements. Proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to the proceeds not payable to the holder of the Existing Indebtedness.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, 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 (i) the term of any applicable insurance policy or (ii) 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. This Mortgage 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 the 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 the Existing Indebtedness section below 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.

**EXISTING INDEBTEDNESS.** The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

**Existing Lien.** The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

**Default.** If the payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the note evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the Indebtedness secured by this Mortgage shall become immediately due and payable, and this Mortgage shall be in default.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

**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.

**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 as may be requested by it from time to time to permit such participation.

**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: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) 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 (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) 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 Rents and 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 be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, 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: (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender 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.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** Failure of Grantor to make any payment when due on 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.

**Compliance Default.** Failure of Grantor to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor 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 documents 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. However, the death of any Grantor will not be an Event of Default if as a result of the death of Grantor the Indebtedness is fully covered by credit life insurance.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to 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.

**Existing Indebtedness.** A default shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

**Insecurity.** Lender in good faith deems itself insecure.

**Right to Cure.** If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its 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.** Subject to applicable law, Lender shall have the right at its option without notice to Grantor 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.** 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 nonjudicial 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 (a) pay a reasonable rental for the use of the Property, or (b) 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. 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 shall 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.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender 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 Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES TO GRANTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing, may be sent by telefacsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. 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. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

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

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the

party or parties sought to be charged or bound by the alteration or amendment.

**Applicable Law.** This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. Subject to the provisions on arbitration, this Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**ARBITRATION:**

1. **Mandatory Arbitration:** Any controversy or claim between or among the BORROWER and LENDER, including but not limited to those arising out of or relating to this AGREEMENT or any of the COLLATERAL SECURITY DOCUMENTS, including any claim based on or arising from an alleged tort, shall be determined by arbitration in accordance with the Uniform Arbitration Act, 42 PA C.S.A. Section 7301 et seq. and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding under this Section. Judgment upon the award rendered may be entered in any court having jurisdiction.

2. **Provisional Remedies, Self Help and Foreclosure:** No provision of, or the exercise of any rights under Section 1, shall limit LENDER'S right to exercise self help remedies such as setoff, to foreclose against any real or personal property collateral, to confess judgment under the NOTE or to obtain provisional or ancillary remedies such as injunctive relief or the appointment of a receiver from a court having jurisdiction before, during or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief, confession of judgment or pursuit of provisional or ancillary remedies or exercise of self help remedies shall not constitute a waiver of the right of LENDER to submit the controversy or claim to arbitration.

**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.

**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.

**Multiple Parties.** 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 of the persons signing below is responsible for all obligations in this Mortgage.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

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

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

**GRANTOR:**

X *Rick L. Frantz* (SEAL)  
RICK L. FRANTZ

X *Pamela J. Frantz* (SEAL)  
PAMELA J. FRANTZ

Signed, acknowledged and delivered in the presence of:

X *Nancy P. Hill*  
Witness

X \_\_\_\_\_  
Witness

Signed, acknowledged and delivered in the presence of:

X \_\_\_\_\_  
Witness

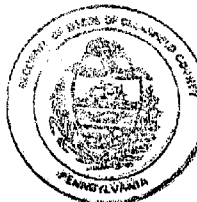
X \_\_\_\_\_  
Witness

**LENDER:**

Deposit Bank

By: *William Chittenden*  
Authorized Officer

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



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

**CERTIFICATE OF RESIDENCE**

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

5 N Main St, DuBois, PA 15801

*Cain A. Hawk*  
Attorney or Agent for Mortgagee

Entered of Record Nov 25 1996, H.S.P. Karen L. Starck, Recorder

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pa  
COUNTY OF Clearfield ) SS

On this, the 22 day of Nov., 19 96, before me Nancy P. Hillard, the undersigned Notary Public, personally appeared RICK L FRANTZ and PAMELA J. FRANTZ, 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 Seal  
Notary Public  
Sandy Twp., Clearfield County  
My Commission Expires Jan. 26, 1998  
Member, Pennsylvania Association of Notaries

Nancy P. Hillard  
Notary Public in and for the State of \_\_\_\_\_

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_ who acknowledged himself or herself to be \_\_\_\_\_ of Deposit Bank, a corporation, and that he or she as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself or herself as \_\_\_\_\_.

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

Notary Public in and for the State of \_\_\_\_\_

# NOTE

2/9/96

DuBois, Pennsylvania

R R 1 BOX 59 B, LUTHERSBURG, Pennsylvania, 15848  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$13,500.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Deposit Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.450%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on April 1, 1996. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on March 1, 2006, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Deposit Bank, 5 N Main St, DuBois, PA 15801 or at a different place if required by the Note Holder.

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$167.02.

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 6.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.


## 10. UNIFORM SECURED NOTE

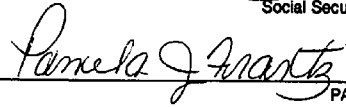
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
\_\_\_\_\_  
(Seal)  
RICK L FRANTZ-Borrower  
Social Security Number - 184-46-7264

  
\_\_\_\_\_  
(Seal)  
PAMELA J FRANTZ-Borrower  
Social Security Number - 179-50-0072

\_\_\_\_\_  
(Seal)  
-Borrower  
Social Security Number - \_\_\_\_\_

[Sign Original Only]

Date: November 21, 2002

# 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 INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Rick L. Frantz

PROPERTY ADDRESS: RR 1 Box 59B, Luthersburg, PA 15848

LOAN ACCT. NO.: 006.0601129

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth 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

EXHIBIT "C"



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 59B, Luthersburg, PA 15848

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: May 1, 2002 thru November 1, 2002 totaling \$1,164.10

Other charges (explain/itemize): Late fees of \$69.86

TOTAL AMOUNT PAST DUE: \$1,233.96

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 \$1,233.96, 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:

FIRST COMMONWEALTH BANK

PO BOX 400, FCP-LOWER LEVEL

INDIANA PA 15701

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 one (1) month 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:**

Name of Lender: Deposit

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Teri Pavlosky

**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 X may or        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**

*(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)*

**CLEARFIELD COUNTY**

**Keystone Economic Development  
Corporation**

**1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX # (814) 539-1688**

**Indiana County Community  
Action Program**

**827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX # (724) 465-5118**

**Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.**

**500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546**

Date: November 21, 2002

# 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 INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Pamela J. Frantz

PROPERTY ADDRESS: RR 1 Box 59B, Luthersburg, PA 15848

LOAN ACCT. NO.: 006.0601129

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth 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.**

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**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.

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

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TOTAL AMOUNT PAST DUE: \$1,233.96

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FIRST COMMONWEALTH BANK

PO BOX 400, FCP-LOWER LEVEL

INDIANA PA 15701

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Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Teri Pavlosky

**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.

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- 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.)
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**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

*(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)*



**CLEARFIELD COUNTY**

**Keystone Economic Development  
Corporation**

**1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX # (814) 539-1688**

**Indiana County Community  
Action Program**

**827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX # (724) 465-5118**

**Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.**

**500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546**

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature  <i>X Pamela J. Frantz</i> <span style="float: right;">NOV 25 2002 Agent</span></p> <p>B. Received by (Printed Name)  <i>Pamela J. Frantz</i> <span style="float: right;">Addressee</span></p> <p>C. Date of Delivery  <span style="float: right;">NOV 25 2002</span></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes          If YES, enter delivery address below. <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p><i>Pamela J. Frantz          RR 1 BOX 59 B          Luthersburg PA 15848</i></p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered Mail <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p><input type="checkbox"/> Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number          (Transfer from service label)</p>		<p>7002 0860 0001 2725 1997</p>	

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1035

7002 0860 0001 2725 1997

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

*Frantz/Pamela J. Frantz*

Postage	\$ .60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.15</b>

**Sent To** *Pamela J. Frantz*

**Street, Apt. No., or PO Box No.** *RR 1 BOX 59 B*

**City, State, ZIP+4** *Luthersburg PA 15848*

PS Form 3800, April 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature  <i>x Pamela Frantz</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)  <i>Pamela Frantz</i> Date of Delivery</p> <p>D. Is delivery address the same as item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No          If YES, enter country and address below</p>	
<p>1. Article Addressed to:</p> <p><i>Rick L. Frantz</i>  <i>RR 1 Box 59B</i>  <i>Luthersburg PA 15848</i></p>		<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered Mail  <input type="checkbox"/> Insured Mail <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number          (Transfer from service label)</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, August 2001</p>		<p>7002 0860 0001 2725 1980</p> <p>Domestic Return Receipt</p>	

102595-02-M-1035

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
<p>Frantz / <i>aim n cold cobble</i> <b>U S E</b></p>	
Postage	\$ .80
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$4.65
<p>Sent To  <i>Rick L. Frantz</i>  <i>RR 1 Box 59B</i>  <i>Luthersburg PA 15848</i></p>	
<p>PS Form 3800, April 2002</p>	

See Reverse for Instructions

WARRANTY DEED - 1988

VOL 1735 PAGE 255  
PLANKENHORN CO. WILLIAMSPORT, PA  
1988

County Parcel No. \_\_\_\_\_

## This Deed,

MADE the 7th day of February

in the year nineteen hundred and ninety six

BETWEEN

JEFFREY L. STRIEGEL, single, by PAMELA J. MCKEE, as his Attorney in Fact, of DuBois, Clearfield County, Pennsylvania, herein called the

GRANTOR

A  
N  
D

RICK L. FRANTZ and PAMELA J. FRANTZ, husband and wife, as tenants by the entireties, of Luthersburg, Clearfield County, Pennsylvania, herein called the

GRANTEES

WITNESSETH. That in consideration of ----- (\$15,000.00) -----

Fifteen Thousand and 00/100 ----- Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantees,

ALL that certain piece, parcel or tract of land situate in the Township of Brady, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a point in the center of Highway known as Legislative Route No. 17090, said point also being at the westerly margin of land of Joseph Swartzlander; thence along the center line of said highway North 50 degrees West 205 feet to a point; thence through land of which this is a part North 14 degrees 50 minutes West 99.5 feet to a point; thence still through same North 10 degrees 49 minutes East 180.7 feet to a point in the center of the East Branch of Mahoning Creek; thence through the said Creek, North 82 degrees 20 minutes East 94.8 feet to a point; thence still through same South 48 degrees 03 minutes East 103.0 feet to a point; thence along the westerly margin of Joseph Swartzlander land South 3 degrees 30 minutes West 350.7 feet to a point and place of beginning.

UNDER AND SUBJECT to all reservations and exceptions as contained in prior deeds.

BEING the same premises which became vested in Jeffrey L. Striegel herein by Deed of Laurence A. Hunter, et ux, dated August 16, 1977 and Recorded in Clearfield County Deed Book Vol. 744, page 047.

Ex. E.

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

DEPOSIT BANK

Sheriff Docket # 14521

VS.

03-1291-CD

FRANTZ, RICK L. & PAMELA J.

COMALINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW SEPTEMBER 25, 2003 AT 10:26 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RICK L. FRANTZ, DEFENDANT AT RESIDENCE, RR#1 BOX 59B, LUTHERSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES FRANTZ, BROTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: COUDRIET/Ryen

NOW SEPTEMBER 25, 2003 AT 10:26 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PAMELA J. FRANTZ, DEFENDANT AT RESIDENCE, RR#1 BOX 59B, LUTHERSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES FRANTZ, BROTHER IN LAW A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: COUDRIET/Ryen

**Return Costs**

Cost	Description
36.98	SHERIFF HAWKINS PAID BY: ATTY CK# 3110
20.00	SURCHARGE PAID BY: PLF CK# 85536

Sworn to Before Me This

29<sup>th</sup> Day Of Sept 2003



WILLIAM A. SHAW

Prothonotary

My Commission Expires

1st Monday in Jan. 2006

Clearfield Co., Clearfield, PA

So Answers,

  
Chester A. Hawkins

Sheriff

**FILED**

013:45 PM  
SEP 29 2003



William A. Shaw  
Prothonotary Clerk of Courts

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

DEPOSIT BANK,	:	NO. 03 - 1291 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
	:	TYPE OF PLEADING: PRAECIPE FOR
VS.	:	DEFAULT JUDGMENT
	:	
	:	FILED ON BEHALF OF: PLAINTIFF
	:	
RICK L. FRANTZ and,	:	
PAMELA J. FRANTZ,	:	
	:	COUNSEL OF RECORD:
DEFENDANTS	:	CHRISTOPHER E. MOHNEY, ESQUIRE
	:	
	:	SUPREME COURT NO.: 63494
	:	
	:	CHRISTOPHER E. MOHNEY, ESQUIRE
	:	90 BEAVER DRIVE, SUITE 201A
	:	DUBOIS, PA 15801
	:	(814) 375-1044

JAN 08 2004

William A. Shaw  
Clerk of Court

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

DEPOSIT BANK,	:	NO. 03 - 1291 C.D.
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
VS.	:	
	:	
RICK L. FRANTZ and,	:	
PAMELA J. FRANTZ,	:	
	:	
DEFENDANTS	:	

**PRAECIPE FOR DEFAULT JUDGMENT**

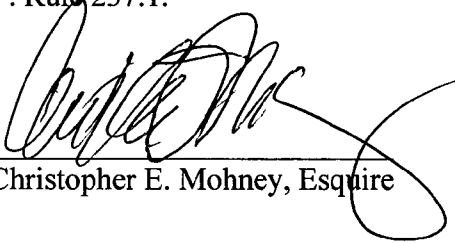
TO: WILLIAM A. SHAW, PROTHONOTARY

Enter judgment in the above captioned action in favor of the Plaintiff and against the Defendants for failure to file an Answer to Plaintiff's Complaint within twenty days of service of the Complaint and assess damages as follows:


1.	Current Balance:	\$7,277.52
2.	Interest payoff:	\$ 676.93
3.	Late Fees:	<u>\$ 119.76</u>
	TOTAL:	\$8,074.21

The undersigned certifies that written notice of intention to file this Praecipe for Default judgment in the form attached hereto was mailed to the Defendants by first class regular mail on October 23, 2003 as required by Pa. R.C.P. Rule 237.1.

BY:

  
Christopher E. Mohny, Esquire

NOW, this 8 day of January, 2004 damages are assessed in the amount of \$8,074.21.

  
William A. Shaw, Prothonotary



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

DEPOSIT BANK,	:	NO. 03 - 1291 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICK L. FRANTZ and,	:	
PAMELA J. FRANTZ,	:	
	:	
DEFENDANTS	:	

TO: RICK L. FRANTZ  
RR#1, Box 59B  
Luthersburg, PA 15848

DATE OF NOTICE: October 23, 2003

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH 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:

WILLIAM A. SHAW, PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET  
CLEARFIELD, PA 16830  
(814) 765-2641

BY: 

Christopher E. Mohnhey, Esquire  
Attorney for Plaintiff  
I.D. #63494  
90 Beaver Drive, Suite 201A  
DuBois, PA 15801  
(814) 375-1044

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

DEPOSIT BANK,	:	NO. 03 - 1291 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICK L. FRANTZ and,	:	
PAMELA J. FRANTZ,	:	
	:	
DEFENDANTS	:	

TO: PAMELA J. FRANTZ  
RR#1, Box 59B  
Luthersburg, PA 15848

DATE OF NOTICE: October 23, 2003

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH 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:

WILLIAM A. SHAW, PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET  
CLEARFIELD, PA 16830  
(814) 765-2641

BY: 

Christopher E. Mohrney, Esquire  
Attorney for Plaintiff  
I.D. #63494  
90 Beaver Drive, Suite 201A  
DuBois, PA 15801  
(814) 375-1044

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Christopher E. Mohnhey, Esquire	
90 Beaver Drive, Suite 201A	
DuBois, PA 15801	
One piece of ordinary mail addressed to:	
Rick L. Frantz	
RR#1, Box 59 B	
Luthersburg, PA 14848	



PS Form 3817, January 2001

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Christopher E. Mohnhey, Esquire	
90 Beaver Drive, Suite 201A	
DuBois, PA 15801	
One piece of ordinary mail addressed to:	
Pamela J. Frantz	
RR#1, Box 59 B	
Luthersburg, PA 15848	



PS Form 3817, January 2001

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

DEPOSIT BANK,	:	NO. 03 - 1291 C.D.
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
VS.	:	
	:	
RICK L. FRANTZ and,	:	
PAMELA J. FRANTZ,	:	
	:	
DEFENDANTS	:	

Notice is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$8,074.21 on \_\_\_\_\_, 2003.

WILLIAM A. SHAW, PROTHONOTARY

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

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

DEPOSIT BANK,	:	NO. 03 - 1291 C.D.
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
VS.	:	
	:	
RICK L. FRANTZ and,	:	
PAMELA J. FRANTZ,	:	
	:	
DEFENDANTS	:	

Notice is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$8,074.21 on \_\_\_\_\_, 2003.

WILLIAM A. SHAW, PROTHONOTARY

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

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

Deposit Bank  
Plaintiff(s)

No.: 2003-01291-CD

Real Debt: \$8,074.21

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Rick L. Frantz  
Pamela J. Frantz  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 8, 2004

Expires: January 8, 2009

Certified from the record this 8th day of January, 2004

---

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

DEPOSIT BANK,	:	NO. 03 - 1291 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
	:	TYPE OF PLEADING: PRAECIPE FOR
VS.	:	WRIT OF EXECUTION
	:	
	:	FILED ON BEHALF OF: PLAINTIFF
	:	
RICK L. FRANTZ and,	:	
PAMELA J. FRANTZ,	:	
	:	COUNSEL OF RECORD:
DEFENDANTS	:	CHRISTOPHER E. MOHNEY, ESQUIRE
	:	
	:	SUPREME COURT NO.: 63494
	:	
	:	CHRISTOPHER E. MOHNEY, ESQUIRE
	:	90 BEAVER DRIVE, SUITE 201A
	:	DUBOIS, PA 15801
	:	(814) 375-1044

FILED

JAN 08 2004

William A. Shaw  
Prothonotary Clerk of Courts

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

DEPOSIT BANK,	:	NO. 03 - 1291 C.D.
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
VS.	:	
	:	
RICK L. FRANTZ and,	:	
PAMELA J. FRANTZ,	:	
	:	
DEFENDANTS	:	

**PRAECIPE FOR WRIT OF EXECUTION**

TO: WILLIAM A. SHAW, PROTHONOTARY

Issue Writ of Execution in the above matter:

1. Directed to the Sheriff of Clearfield County;
2. Against the Defendants in the above captioned matter; and
3. Index this Writ against the Defendants and as a Lis Pendens against real property of the Defendants described on Schedule "A" attached hereto;

4. Amount due: \$8,074.21

5. Costs: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

125.00 Prothonotary  
costs BY:

  
Christopher E. Mohnhey, Esquire  
Attorney for Plaintiff



WARRANTY DEED - 1990

VOL 1735 PAGE 235  
PLANNED PROGRESS CO., WILLIAMSPORT, PA

County Parcel No. \_\_\_\_\_

## This Deed,

MADE the 7th day of February  
in the year nineteen hundred and ninety six

BETWEEN

JEFFREY L. STRIEGEL, single, by PAMELA J. MCKEE, as his Attorney in Fact, of  
DuBois, Clearfield County, Pennsylvania, herein called the

GRANTOR

A  
N  
D

RICK L. FRANTZ and PAMELA J. FRANTZ, husband and wife, as tenants by the  
entireties, of Luthersburg, Clearfield County, Pennsylvania, herein called the

GRANTEES

WITNESSETH, That in consideration of \_\_\_\_\_ (\$15,000.00) \_\_\_\_\_

Fifteen Thousand and 00/100 \_\_\_\_\_ Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant  
and convey to the said grantees.

ALL that certain piece, parcel or tract of land situate in the  
Township of Brady, Clearfield County, Pennsylvania, and being  
bounded and described as follows, to wit:

BEGINNING at a point in the center of Highway known as  
Legislative Route No. 17090, said point also being at the westerly  
margin of land of Joseph Swartzlander; thence along the center line  
of said highway North 50 degrees West 205 feet to a point; thence  
through land of which this is a part North 14 degrees 50 minutes  
West 99.5 feet to a point; thence still through same North 10  
degrees 49 minutes East 180.7 feet to a point in the center of the  
East Branch of Mahoning Creek; thence through the said Creek, North  
82 degrees 20 minutes East 94.8 feet to a point; thence still  
through same South 48 degrees 03 minutes East 103.0 feet to a  
point; thence along the westerly margin of Joseph Swartzlander land  
South 3 degrees 30 minutes West 350.7 feet to a point and place of  
beginning.

UNDER AND SUBJECT to all reservations and exceptions as  
contained in prior deeds.

BEING the same premises which became vested in Jeffrey L.  
Striegel herein by Deed of Laurence A. Hunter, et ux, dated August  
16, 1977 and Recorded in Clearfield County Deed Book Vol. 744, page  
047.

Ex. A

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

DEPOSIT BANK,	:	NO. 03 - 1291 C.D.
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
VS.	:	
	:	
RICK L. FRANTZ and,	:	
PAMELA J. FRANTZ,	:	
	:	
DEFENDANTS	:	

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**DEPOSIT BANK**, Plaintiff in the above action, sets forth as of the date the Praecipe for Writ of Execution was filed the following information concerning the real property located in Sandy Township, Clearfield County, Pennsylvania, as described on Schedule "A" attached hereto.

1. Name and Address of Owner(s) or reputed owner(s):

<u>NAME</u>	<u>ADDRESS</u>
RICK L. FRANTZ	RR#1, Box 59B Luthersburg, PA 15848
PAMELA J. FRANTZ	RR#1, Box 59B Luthersburg, PA 15848

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

<u>NAME</u>	<u>ADDRESS</u>
RICK L. FRANTZ	RR#1, Box 59B Luthersburg, PA 15848
PAMELA J. FRANTZ	RR#1, Box 59B Luthersburg, PA 15848

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

<u>NAME</u>	<u>ADDRESS</u>
DUBOIS REGIONAL MEDICAL CENTER	P.O. Box 447 DuBois, PA 15801
BSI FINANCIAL SERVICES	2 E. Long Avenue DuBois, PA 15801

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

<u>NAME</u>	<u>ADDRESS</u>
DEPOSIT BANK	2 E. Long Avenue DuBois, PA 15801

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

<u>NAME</u>	<u>ADDRESS</u>
CLEARFIELD COUNTY TAX CLAIM BUREAU	Clearfield County Courthouse 230 E. Market Street Clearfield, PA 16830

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

NAME

ADDRESS

LEE ANN COLLINS,  
TAX COLLECTOR

P.O. Box 252  
DuBois, PA 15801

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

NAME

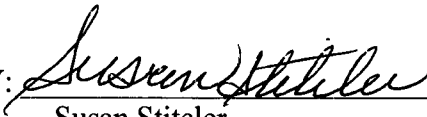
ADDRESS

CLEARFIELD COUNTY  
DOMESTIC RELATIONS

Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

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

DEPOSIT BANK

BY:   
Susan Stiteler  
Vice President of Special Assets  
Retail Dept.

DATE: 1-8-04

WARRANTY DEED - 1990

VOL 1735 PG 255  
PLANNED HORN CO. WILLIAMSPORT, PA

County Parcel No. \_\_\_\_\_

## This Deed,

MADE the 7th day of February  
in the year nineteen hundred and ninety six

BETWEEN

JEFFREY L. STRIEGEL, single, by PAMELA J. MCKEE, as his Attorney in Fact, of  
DuBois, Clearfield County, Pennsylvania, herein called the

GRANTOR

A  
N  
D

RICK L. FRANTZ and PAMELA J. FRANTZ, husband and wife, as tenants by the  
entireties, of Luthersburg, Clearfield County, Pennsylvania, herein called the

GRANTEES

WITNESSETH, That in consideration of ----- (\$15,000.00) -----  
Fifteen Thousand and 00/100 ----- Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant  
and convey to the said grantees,

ALL that certain piece, parcel or tract of land situate in the  
Township of Brady, Clearfield County, Pennsylvania, and being  
bounded and described as follows, to wit:

BEGINNING at a point in the center of Highway known as  
Legislative Route No. 17090, said point also being at the westerly  
margin of land of Joseph Swartzlander; thence along the center line  
of said highway North 50 degrees West 205 feet to a point; thence  
through land of which this is a part North 14 degrees 50 minutes  
West 99.5 feet to a point; thence still through same North 10  
degrees 49 minutes East 180.7 feet to a point in the center of the  
East Branch of Mahoning Creek; thence through the said Creek, North  
82 degrees 20 minutes East 94.8 feet to a point; thence still  
through same South 48 degrees 03 minutes East 103.0 feet to a  
point; thence along the westerly margin of Joseph Swartzlander land  
South 3 degrees 30 minutes West 350.7 feet to a point and place of  
beginning.

UNDER AND SUBJECT to all reservations and exceptions as  
contained in prior deeds.

BEING the same premises which became vested in Jeffrey L.  
Striegel herein by Deed of Laurence A. Hunter, et ux, dated August  
16, 1977 and Recorded in Clearfield County Deed Book Vol. 744, page  
047.

Ex. A

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

DEPOSIT BANK,	:	NO. 03 - 1291 C.D.
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
VS.	:	
	:	
RICK L. FRANTZ and,	:	
PAMELA J. FRANTZ,	:	
	:	
DEFENDANTS	:	

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

TO: THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter, you are directed to  
levy upon and sell the property described on Schedule A attached hereto.

Amount due: \$8,074.21

Costs: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

125.00 Prothonotary costs

BY: \_\_\_\_\_  
William A. Shaw, Prothonotary

DATE: 1/8/04

WARRANTY DEED - 1990

VOL 1735 PAGE 235  
PLANKENHORN CO. WILLIAMSPORT, PA

County Parcel No. \_\_\_\_\_

## This Deed,

MADE the 7th day of February

in the year nineteen hundred and ninety six

BETWEEN

JEFFREY L. STRIEGEL, single, by PAMELA J. MCKEE, as his Attorney in Fact, of  
DuBois, Clearfield County, Pennsylvania, herein called the

GRANTOR

A  
N  
D

RICK L. FRANTZ and PAMELA J. FRANTZ, husband and wife, as tenants by the  
entireties, of Luthersburg, Clearfield County, Pennsylvania, herein called the

GRANTEES

WITNESSETH, That in consideration of \_\_\_\_\_ (\$15,000.00) \_\_\_\_\_

Fifteen Thousand and 00/100 \_\_\_\_\_ Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant  
and convey to the said grantees .

ALL that certain piece, parcel or tract of land situate in the  
Township of Brady, Clearfield County, Pennsylvania, and being  
bounded and described as follows, to wit:

BEGINNING at a point in the center of Highway known as  
Legislative Route No. 17090, said point also being at the westerly  
margin of land of Joseph Swartzlander; thence along the center line  
of said highway North 50 degrees West 205 feet to a point; thence  
through land of which this is a part North 14 degrees 50 minutes  
West 99.5 feet to a point; thence still through same North 10  
degrees 49 minutes East 180.7 feet to a point in the center of the  
East Branch of Mahoning Creek; thence through the said Creek, North  
82 degrees 20 minutes East 94.8 feet to a point; thence still  
through same South 48 degrees 03 minutes East 103.0 feet to a  
point; thence along the westerly margin of Joseph Swartzlander land  
South 3 degrees 30 minutes West 350.7 feet to a point and place of  
beginning.

UNDER AND SUBJECT to all reservations and exceptions as  
contained in prior deeds.

BEING the same premises which became vested in Jeffrey L.  
Striegel herein by Deed of Laurence A. Hunter, et ux, dated August  
16, 1977 and Recorded in Clearfield County Deed Book Vol. 744, page  
047.

Ex. A.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15283  
NO: 03-1291-CD

PLAINTIFF: DEPOSIT BANK  
vs.  
DEFENDANT: FRANTZ, RICK L.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 01/08/2004

LEVY TAKEN 03/12/2004 @ 2:50 PM

POSTED 03/12/2004 @ 2:50 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 02/07/2005

DATE DEED FILED **NOT SOLD**

**FILED**  
01/11/05  
FEB 07 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

03/17/2004 @ 9:50 AM SERVED RICK L. FRANTZ  
SERVED PAMELA FRANTZ, WIFE, FOR THE DEFENDANT RICK L. FRANTZ AT THE RESIDENCE LISTED ABOVE.

03/17/2004 @ 9:50 AM SERVED PAMELA J. FRANTZ  
SERVED PAMELA J. FRANTZ, DEFENDANT, AT THE RESIDENCE LISTED ABOVE.

@ SERVED  
NOW, APRIL 27, 2004 RECEIVED LETTER FROM PLAINTIFF'S ATTORNEY TO CONTINUE THE MAY 7, 2004  
SHAEIFF SALE TO JUNE 4, 2004.

@ SERVED  
NOW, MAY 7, 2004 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO CANCEL THE SHERIFF SALE  
SCHEDULED FOR JUNE 4, 2004.

@ SERVED  
NOW, FEBRUARY 7, 2005 RETURN THE WRIT AS NO SALE HELD THE PLAINTIFF'S ATTORNEY CANCELED THE  
SALE.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15283  
NO: 03-1291-CD

PLAINTIFF: DEPOSIT BANK  
vs.  
DEFENDANT: FRANTZ, RICK L.

WRIT OF EXECUTION REAL ESTATE


SHERIFF RETURN

---

SHERIFF HAWKINS \$199.94

SURCHARGE \$40.00 PAID BY Plaintiff

So Answers,

  
By Cynthia Betts - Aughenbaugh  
Chester A. Hawkins  
Sheriff

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

DEPOSIT BANK,	:	NO. 03 - 1291 C.D.
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
VS.	:	
	:	
RICK L. FRANTZ and,	:	
PAMELA J. FRANTZ,	:	
	:	
DEFENDANTS	:	

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

TO: THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter, you are directed to  
levy upon and sell the property described on Schedule A attached hereto.

Amount due:	\$8,074.21
Costs:	\$ _____
Total:	\$ _____ 125.00

BY: William A. Shaw  
William A. Shaw, Prothonotary

DATE: 1/8/04

Received January 8, 2004 @ 3:00 P.M.  
Crestor A. Hawkins  
by Cynthia Butler-Aughenbaugh

WARRANTY DEED - 1900

VOL 1735 PAGE 255  
PLANKENHORN CO. WILLIAMSPORT, PA.  
1900

County Parcel No. \_\_\_\_\_

## This Deed,

MADE the 7th day of February  
in the year nineteen hundred and ninety six

BETWEEN

JEFFREY L. STRIEGEL, single, by PAMELA J. MCKEE, as his Attorney in Fact, of  
DuBois, Clearfield County, Pennsylvania, herein called the

GRANTOR

A  
N  
D

RICK L. FRANTZ and PAMELA J. FRANTZ, husband and wife, as tenants by the  
entireties, of Luthersburg, Clearfield County, Pennsylvania, herein called the

GRANTEES

WITNESSETH, That in consideration of \_\_\_\_\_ (\$15,000.00)  
Fifteen Thousand and 00/100 \_\_\_\_\_ Dollars.  
in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant  
and convey to the said grantees,

ALL that certain piece, parcel or tract of land situate in the  
Township of Brady, Clearfield County, Pennsylvania, and being  
bounded and described as follows, to wit:

BEGINNING at a point in the center of Highway known as  
Legislative Route No. 17090, said point also being at the westerly  
margin of land of Joseph Swartzlander; thence along the center line  
of said highway North 50 degrees West 205 feet to a point; thence  
through land of which this is a part North 14 degrees 50 minutes  
West 99.5 feet to a point; thence still through same North 10  
degrees 49 minutes East 180.7 feet to a point in the center of the  
East Branch of Mahoning Creek; thence through the said Creek, North  
82 degrees 20 minutes East 94.8 feet to a point; thence still  
through same South 48 degrees 03 minutes East 103.0 feet to a  
point; thence along the westerly margin of Joseph Swartzlander land  
South 3 degrees 30 minutes West 350.7 feet to a point and place of  
beginning.

UNDER AND SUBJECT to all reservations and exceptions as  
contained in prior deeds.

BEING the same premises which became vested in Jeffrey L.  
Striegel herein by Deed of Laurence A. Hunter, et ux, dated August  
16, 1977 and Recorded in Clearfield County Deed Book Vol. 744, page  
047.

Ex. A

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME RICK L. FRANTZ

NO. 03-1291-CD

NOW, February 05, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Frantz, Rick L. to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	12.75
LEVY	15.00
MILEAGE	12.75
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	
MISCELLANEOUS	

**TOTAL SHERIFF COSTS                    \$199.94**

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	8,074.21
INTEREST @	0.00
FROM TO	

PROTH SATISFACTION  
LATE CHARGES AND FEES  
COST OF SUIT-TO BE ADDED  
FORECLOSURE FEES  
ATTORNEY COMMISSION  
REFUND OF ADVANCE  
REFUND OF SURCHARGE  
SATISFACTION FEE  
ESCROW DEFICIENCY  
PROPERTY INSPECTIONS  
INTEREST  
MISCELLANEOUS

**TOTAL DEBT AND INTEREST                    \$8,074.21**

**COSTS:**

ADVERTISING	348.48
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	199.94
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

**TOTAL COSTS                    \$853.42**

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



**CHRISTOPHER E. MOHNEY**  
ATTORNEY AT LAW

90 Beaver Drive • Suite 111B • DuBois, PA 15801

Telephone: (814) 375-1044

Facsimile: (814) 375-1088

May 7, 2004

Chester A. Hawkins, Sheriff  
Clearfield County Courthouse  
1 North Second Street, Suite 116  
Clearfield, PA 16830

Attention: Cynthia Aughenbaugh

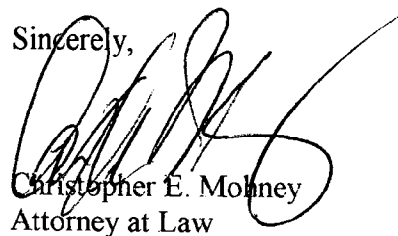
RE: Deposit Bank vs. Rick L. Frantz and Pamela J. Frantz  
No. 03-1291 CD

Dear Cindy:

Recently, I had written you requesting that the above Sheriff's Sale scheduled for May 7, 2004 be cancelled and rescheduled. Since then, the Defendants have brought the account current with the bank, and I am now writing to ask you to cancel the sale in its entirety.

Thank you.

Sincerely,



Christopher E. Mohney  
Attorney at Law

CEM:lle

cc: Terry Henry



**CHRISTOPHER E. MOHNEY**  
ATTORNEY AT LAW

90 Beaver Drive • Suite 111B • DuBois, PA 15801

Telephone: (814) 375-1044

Facsimile: (814) 375-1088

April 27, 2004

Chester A. Hawkins, Sheriff  
Clearfield County Courthouse  
1 North Second Street, Suite 116  
Clearfield, PA 16830

Attention: Cynthia Aughenbaugh

RE: Deposit Bank vs. Rick L. Frantz and Pamela J. Frantz  
No. 03-1291 CD

Dear Cindy:

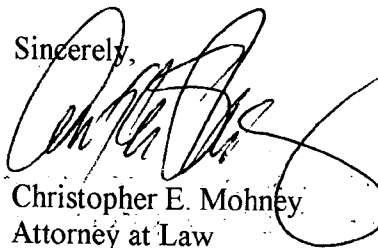
Currently, the above-captioned foreclosure action is scheduled for Sheriff's Sale to be held on Friday, May 7, 2004 at 10:00 A.M.

Pursuant to Pennsylvania Rule of Civil Procedure 3129.3, we are asking for a continuance of the date of sale to a date certain within 100 days of the scheduled Sale. Actually, we are asking that it be listed for sale on your next earliest available date for Sales. Consistent with the Rule of Court, please make public announcement of the continuance, including the new date, at the time and place originally fixed for the sale (May 7, 2004 at 10:00 A.M. in the Sheriff's Sale).

Also, most importantly, please advise my office of the new date and time for the Sale. Incidentally, this matter has not been previously continued.

Thank you.

Sincerely,



Christopher E. Mohnney  
Attorney at Law

CEM:lle

cc: Terry Henry