

03-1298-CD  
NORTHWEST SAVINGS BANK vs. JOSEPH F. KANE, etal.

Date: 02/16/2005

## Clearfield County Court of Common Pleas

User: BANDERSON

Time: 10:09 AM

ROA Report

Page 1 of 2

Case: 2003-01298-CD

Current Judge: Fredric Joseph Ammerman

Northwest Saving Bank vs. Joseph F Kane, Grace J Kane

## Mortgage Foreclosures

Date		Judge
09/03/2003	Filing: Civil Complaint Paid by: Kim Kesner, Esq. Receipt number: 1865472 Dated: 09/03/2003 Amount: \$85.00 (Check) 6 CC to Atty. Property located in Curwensville Boro.	No Judge ✓
10/07/2003	Filing: Reissue Writ/Complaint Paid by: Kesner, Kim C (attorney for Northwest Saving Bank) Receipt number: 1867234 Dated: 10/07/2003 Amount: \$7.00 (Check) 3 Reinstated Complaints to Atty.	No Judge
10/08/2003	Sheriff Return, Papers served on Defendant, Joseph F. Kane. Now, October 8, 2003, after diligent search in my bailiwick I return the within Complaint in Mortgage Foreclosure "NOT FOUND" as to Defendant, Grace J. Kane. Several attempts, not home. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge ✓
10/15/2003	Sheriff Return, Papers served on Defendant, Grace J. Kane So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm no cc	No Judge ✓
11/10/2003	Filing: Judgment Paid by: Kesner, Kim C (attorney for Northwest Saving Bank) Receipt number: 1868905 Dated: 11/10/2003 Amount: \$20.00 (Check) Judgment entered against the Defendant Joseph F. Kane ONLY in the amount of \$216,529.94 Notice to Defendants	No Judge ✓
11/17/2003	Filing: Default Judgment In Favor of the Plaintiff and Against the Defendant, GRACE J. KANE, in the amount of 216,529.94. Paid by: Kesner, Kim C (attorney for Northwest Saving Bank) Receipt number: 1869165 Dated: 11/17/2003 Amount: \$20.00 (Check) 2 cc Atty Kesner, 1 cc & Nortice to Defendant Statement to Attorney	No Judge ✓
01/07/2004	Filing: Writ of Execution / Possession Paid by: Kesner, Kim C (attorney for Northwest Saving Bank) Receipt number: 1871709 Dated: 01/07/2004 Amount: \$20.00 (Check)	No Judge ✓
	Praeipce For Writ of Execution In The Amount Of \$216,529.94. filed by, s/Kim C. Kesner, Esq. 1 cc Shff, 1 cc Atty	No Judge ✓
06/04/2004	Return Of Service, Notice of Sheriff's Sale, upon: Joseph F. Kane, Clearfield County Tax Claim Bureau, J, Duane Test, Tax Collector, Thweresa Ogden, William Harris, Lorilee Bloom, Harry Rowles, Jr., James E. Bloom, Deanna McFaye, Diane Zattoni, Brandi Kephart, and Ann Reid. filed by, s/Kim C. Kesner 1 cc Atty Kesner	No Judge ✓
07/27/2004	Sheriff Return, February 27, 2004, levy taken; July 27, 2004, return writ as sale being held. So Answers, Chester A. Hawkins, Sheriff by s/Cynthia Butler-Aughenbaugh Sheriff Hawkins Return Costs: \$246.94 paid by Attorney	No Judge ✓
01/07/2005	Petition to Fix Fair Market Value Of Real Property Sold, filed by s/ Kim C. Kesner, Esquire. 3CC Atty Kesner	No Judge ✓
01/12/2005	Rule Returnable, AND NOW, this 12th day of Jan. 2005, upon consideration of the foregoing Petition a Rule is hereby issued upon Defendants to Show Cause why Petition should not be granted. Rule Returnable by written answer on or before the 11th day of February, 2005. Should hearing be required it shall be held on the 23rd day of Feb. 2005 at 9:00 a.m. in Courtroom Number 1. BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 3 CC to Atty.	Fredric Joseph Ammerman ✓
01/31/2005	Affidavit of Process Server, Petition to Fix Fair Market Value and Rule Returnable upon Joseph F. Kane, filed. One CC Attorney Kesner	Fredric Joseph Ammerman ✓

Date: 02/16/2005

**Clearfield County Court of Common Pleas**

User: BANDERSON

Time: 10:09 AM

ROA Report

Page 2 of 2

Case: 2003-01298-CD

Current Judge: Fredric Joseph Ammerman

Northwest Saving Bank vs. Joseph F Kane, Grace J Kane

**Mortgage Foreclosures**

Date		Judge
01/31/2005	Affidavit of Process Server, Petition to Fix Fair Market Value and Rule Returnable upon Grace Kane, filed. One CC Attorney Kesner	Fredric Joseph Ammerman ✓

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

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.

JOSEPH F. KANE and GRACE J.  
KANE,  
Defendants

No. 03- 12 98 -CD

Type of Case: Civil

Type of Pleading: Complaint  
IN MORTGAGE FORECLOSURE

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

Kim C. Kesner, Esquire  
Supreme Court I.D. #28307  
23 North Second Street  
Clearfield, PA 16830  
(814) 765-1706

Other Counsel of Record:

**FILED**

SEP 03 2003

William A. Shaw  
Prothonotary

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

NORTHWEST SAVINGS BANK,	:	No. 03-	-CD
Plaintiff	:		
	:		
vs.	:		
	:		
JOSEPH F. KANE and GRACE J.	:		
KANE,	:		
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 claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Court Administrator's Office  
Clearfield County Courthouse  
Corner of Market & Second Streets  
Clearfield, PA 16830  
Telephone: (814) 765-2641

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

NORTHWEST SAVINGS BANK,	:	No. 03-	-CD
Plaintiff	:		
	:		
vs.	:		
	:		
JOSEPH F. KANE and GRACE J.	:		
KANE,	:		
Defendants	:		

**COMPLAINT**

AND NOW, comes the Plaintiff, Northwest Savings Bank, by its counsel, Kim C. Kesner, Esquire, who pursuant to Pa.R.Civ.P., Rule 1141 et seq. avers as follows:

1. Plaintiff is Northwest Savings Bank, an incorporated bank organized and existing under the laws of the Commonwealth of Pennsylvania, with an office at 1200 Old Town Road, Clearfield, Clearfield County, Pennsylvania 16830.

2. Defendants are Joseph F. Kane and Grace J. Kane, adult individuals, now or formerly husband and wife. Defendant Joseph F. Kane was last known by Plaintiff to reside at 9 Gulich Avenue, Clearfield, PA 16830, with a mailing address of P.O. Box 1404, Clearfield, PA, 16830 and Defendant Grace J. Kane was last known by Plaintiff to reside at 303 Elm Avenue, Clearfield County, PA 16830.

3. On July 2, 1999, Defendants/Mortgagors made, executed, and delivered a mortgage, upon premises hereinafter described to Plaintiff/Mortgagee, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, as Instrument Number 199911064, a copy of which is annexed hereto as Exhibit "A" and incorporated herein by reference.

4. Said mortgage has not been assigned.

5. No judgment has been entered in any jurisdiction upon said mortgage or upon the underlying obligation to pay.

6. The premises subject to said mortgage are described as follows:

All that certain piece or parcel of land situate, lying and being in the Borough of Curwensville, Clearfield County, Pennsylvania, more fully bounded and described in Exhibit "A" annexed hereto.

7. Defendants/mortgagors, Joseph F. Kane and Grace J. Kane, acquired the premises described in Exhibit "A" by deed dated July 2, 1999 and recorded in the office of the Recorder of Deeds of Clearfield County, Pennsylvania as Instrument Number 199911063, and they the real owners thereof.

8. Said mortgage is in default because the Defendants/Mortgagors have failed or refused to pay the payment of principal and interest due on April 2, 2003, and have failed or refused to cure such default after notice in accordance with the mortgage and applicable law and thus, all sums secured by the mortgage are due and payable and collectible forthwith.

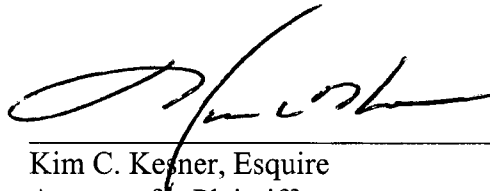
9. The following amounts are due on the mortgage:

(a) Principal and accrued interest at 8.50% as of July 29, 2003	\$ 214,756.76
(b) Late charges	\$ 1,773.18
<b>TOTAL.....</b>	<b>\$ 216,529.94</b>

Plus interest at 8.50% per annum from July 29, 2003, Plaintiff/Mortgagee's reasonable costs and expenses of suit and Plaintiff's reasonable attorney's fees actually incurred collectible under the mortgage and applicable law, all to be added.

10. A notice of intention to foreclose was sent to Defendants/Mortgagors, at their then known addresses to Plaintiff of both Defendants/Mortgagors, by U.S. first class mail, postage prepaid and certified mail on May 15, 2003.

WHEREFORE, Plaintiff demands judgment against Defendants in the sum of Two Hundred Sixteen Thousand Five Hundred Twenty-nine and 94/100 (\$216,529.94) Dollars, together with interest on the unpaid balance at 8.50% per annum from July 29, 2003, costs of suit, late charges, and reasonable attorney's fees becoming due, and for foreclosure and sale of the mortgaged premises.

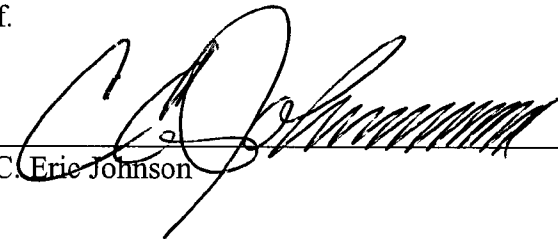
A handwritten signature in black ink, appearing to read "Kim C. Keener", is written over a horizontal line.

Kim C. Keener, Esquire  
Attorney for Plaintiff

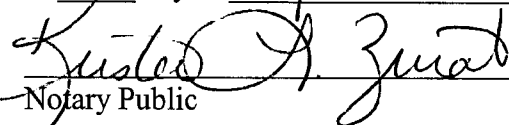


COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

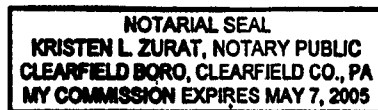
Before me, the undersigned authority personally appeared C. ERIC JOHNSON, who, being duly sworn according to law, deposes and says that he is the Assistant Vice President of Northwest Savings Bank, that he is authorized and empowered to execute this Affidavit, and that the facts and averments set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of his knowledge, information, and belief.

  
C. Eric Johnson

Sworn to and subscribed before me this 3<sup>rd</sup> day of September, 2003.

  
Notary Public

My Commission Expires:



10/7 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
*William A. Shaw*  
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION  
NO. 03-  
-CD

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.

JOSEPH F. KANE AND GRACE J. KANE,  
Defendants

COMPLAINT

FILED

SEP 03 2003

William A. Shaw  
Prothonotary

KIM C. KESNER  
ATTORNEY AT LAW  
23 North Second Street  
CLEARFIELD, PA 16830  
(814) 765-1706

*cc to atty*

William A. Shaw  
Prothonotary

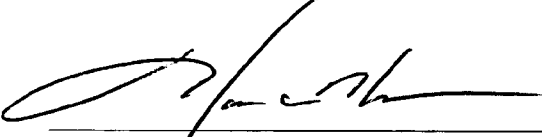
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

NORTHWEST SAVIANGS BANK,	:
Plaintiff	:
	:
vs.	: No.: 03-1298-CD
	:
JOSEPH F. KANE and GRACE J.	:
KANE,	:
Defendants	:

**PRAECIPE TO REINSTATE COMPLAINT**

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Kindly reinstate the Complaint in the above captioned matter.

  
\_\_\_\_\_  
Kim C. Kesner, Esquire  
Attorney for Plaintiff

October 6, 2003

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

NORTHWEST SAVINGS BANK

VS.

KANE, JOSEPH F. & GRACE J.

Sheriff Docket # 14533

03-1298-CD

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW SEPTEMBER 4, 2003 AT 10:00 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOSEPH F. KANE, DEFENDANT AT RESIDENCE, 9 GULICH AVE., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOE KANE 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 OCTOBER 8, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO GRACE J. KANE, DEFENDANT. SEVERAL ATTEMPTS, NOT HOME.

**Return Costs**

Cost	Description
37.37	SHERIFF HAWKINS PAID BY: ATTY Ck# 2976
20.00	SURCHARGE PAID BY: ATTY CK# 2977

Sworn to Before Me This

8 Day Of Oct 2003



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

So Answers,



Chester A. Hawkins  
Sheriff

**FILED**

OCT 08 2003  
5/3:30 PM  
William A. Shaw  
Prothonotary/Clerk of Courts

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

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.

JOSEPH F. KANE and GRACE J.  
KANE,  
Defendants

No. 03- 1298 -CD

Type of Case: Civil

Type of Pleading: Complaint  
IN MORTGAGE FORECLOSURE

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

Kim C. Kesner, Esquire  
Supreme Court I.D. #28307  
23 North Second Street  
Clearfield, PA 16830  
(814) 765-1706

Other Counsel of Record:

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

SEP 03 2003

Attest.

*William A. Shaw*  
Prothonotary/  
Clerk of Courts

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

NORTHWEST SAVINGS BANK,	:	No. 03-	-CD
Plaintiff	:		
	:		
vs.	:		
	:		
JOSEPH F. KANE and GRACE J.	:		
KANE,	:		
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 claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Court Administrator's Office  
Clearfield County Courthouse  
Corner of Market & Second Streets  
Clearfield, PA 16830  
Telephone: (814) 765-2641

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

NORTHWEST SAVINGS BANK,	:	No. 03-	-CD
Plaintiff	:		
	:		
vs.	:		
	:		
JOSEPH F. KANE and GRACE J.	:		
KANE,	:		
Defendants	:		

**COMPLAINT**

AND NOW, comes the Plaintiff, Northwest Savings Bank, by its counsel, Kim C. Kesner, Esquire, who pursuant to Pa.R.Civ.P., Rule 1141 et seq. avers as follows:

1. Plaintiff is Northwest Savings Bank, an incorporated bank organized and existing under the laws of the Commonwealth of Pennsylvania, with an office at 1200 Old Town Road, Clearfield, Clearfield County, Pennsylvania 16830.

2. Defendants are Joseph F. Kane and Grace J. Kane, adult individuals, now or formerly husband and wife. Defendant Joseph F. Kane was last known by Plaintiff to reside at 9 Gulich Avenue, Clearfield, PA 16830, with a mailing address of P.O. Box 1404, Clearfield, PA, 16830 and Defendant Grace J. Kane was last known by Plaintiff to reside at 303 Elm Avenue, Clearfield County, PA 16830.

3. On July 2, 1999, Defendants/Mortgagors made, executed, and delivered a mortgage, upon premises hereinafter described to Plaintiff/Mortgagee, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, as Instrument Number 199911064, a copy of which is annexed hereto as Exhibit "A" and incorporated herein by reference.



4. Said mortgage has not been assigned.

5. No judgment has been entered in any jurisdiction upon said mortgage or upon the underlying obligation to pay.

6. The premises subject to said mortgage are described as follows:

All that certain piece or parcel of land situate, lying and being in the Borough of Curwensville, Clearfield County, Pennsylvania, more fully bounded and described in Exhibit "A" annexed hereto.

7. Defendants/mortgagors, Joseph F. Kane and Grace J. Kane, acquired the premises described in Exhibit "A" by deed dated July 2, 1999 and recorded in the office of the Recorder of Deeds of Clearfield County, Pennsylvania as Instrument Number 199911063, and they the real owners thereof.

8. Said mortgage is in default because the Defendants/Mortgagors have failed or refused to pay the payment of principal and interest due on April 2, 2003, and have failed or refused to cure such default after notice in accordance with the mortgage and applicable law and thus, all sums secured by the mortgage are due and payable and collectible forthwith.

9. The following amounts are due on the mortgage:

(a) Principal and accrued interest at 8.50% as of July 29, 2003	\$ 214,756.76
--	---------------

(b) Late charges	\$ 1,773.18
------------------	-------------

<b>TOTAL.....</b>	<b>\$ 216,529.94</b>
-------------------	----------------------

Plus interest at 8.50% per annum from July 29, 2003, Plaintiff/Mortgagee's reasonable costs and expenses of suit and Plaintiff's reasonable attorney's fees actually incurred collectible under the mortgage and applicable law, all to be added.

10. A notice of intention to foreclose was sent to Defendants/Mortgagors, at their then known addresses to Plaintiff of both Defendants/Mortgagors, by U.S. first class mail, postage prepaid and certified mail on May 15, 2003.

WHEREFORE, Plaintiff demands judgment against Defendants in the sum of Two Hundred Sixteen Thousand Five Hundred Twenty-nine and 94/100 (\$216,529.94) Dollars, together with interest on the unpaid balance at 8.50% per annum from July 29, 2003, costs of suit, late charges, and reasonable attorney's fees becoming due, and for foreclosure and sale of the mortgaged premises.

A handwritten signature in black ink, appearing to read 'Kim C. Kesner', is written over a horizontal line.

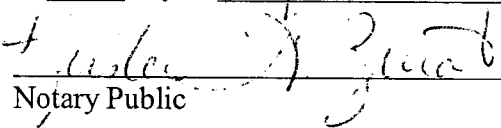
Kim C. Kesner, Esquire  
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

Before me, the undersigned authority personally appeared C. ERIC JOHNSON, who, being duly sworn according to law, deposes and says that he is the Assistant Vice President of Northwest Savings Bank, that he is authorized and empowered to execute this Affidavit, and that the facts and averments set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of his knowledge, information, and belief.

  
C. Eric Johnson

Sworn to and subscribed before me this 3rd day of September, 2003.

  
Notary Public

My Commission Expires:

NOTARIAL SEAL  
KRISTEN L. ZURAT, NOTARY PUBLIC  
CLEARFIELD BORO, CLEARFIELD CO., PA  
MY COMMISSION EXPIRES MAY 7, 2005

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

NORTHWEST SAVINGS BANK

VS.

KANE, JOSEPH F. & GRACE J.

Sheriff Docket # 14533

03-1298-CD

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW OCTOBER 13, 2003 AT 2:50 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GRACE J. KANE, DEFENDANT AT EMPLOYMENT, CHILDREN'S AID SOCIETY, 1008 SOUTH SECOND ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO GRACE KANE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET

**Return Costs**

Cost	Description
11.37	SHERIFF HAWKINS PAID BY: atty ck# 3023
10.00	SURCHARGE PAID BY: atty ck# 3024

Sworn to Before Me This

14th Day Of Oct 2003

William A. Shaw

So Answers,

Chester A. Hawkins  
My Mandy Harris

Chester A. Hawkins

Sheriff

**FILED**

OCT 14 2003

0/11:45 a.m.

William A. Shaw  
Prothonotary

no cc

William A. Shaw

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

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.

JOSEPH F. KANE and GRACE J.  
KANE,  
Defendants

No. 03-1298-CD

Type of Case: Civil

Type of Pleading: Praecipe for  
Default Judgment

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

Kim C. Kesner, Esquire  
Supreme Court I.D. #28307  
23 North Second Street  
Clearfield, PA 16830  
(814) 765-1706

Other Counsel of Record:

**FILED**

NOV 10 2003  
0/2:45/w  
William A. Shaw  
Prothonotary  
NOTICE TO DEFT. J. KANE ONLY

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

NORTHWEST SAVINGS BANK,	:	No. 03-1298-CD
Plaintiff	:	
	:	
vs.	:	
	:	
JOSEPH F. KANE and GRACE J.	:	
KANE,	:	
Defendants	:	

**PRAECIPE FOR DEFAULT JUDGMENT**

TO: William A. Shaw, Prothonotary

In accordance with Pa.R.Civ.P. Rule 1037, kindly enter judgment in favor of the above named Plaintiff and against the above named Defendant Joseph F. Kane, for failure to file an answer in the above-captioned action within twenty (20) days from the date of service, Joseph F. Kane having been served on September 4, 2003, as appears separately of record. A notice of Plaintiff's intention to file a Praecipe for Default Judgment was mailed to Defendant Joseph F. Kane, at 9 Gulich Avenue, Clearfield, PA, 16830 on October 27, 2003. A copy of the notice sent to Defendant Joseph F. Kane, is attached hereto as Exhibit "A" and incorporated herein by reference.

Kindly enter judgment against Defendant Joseph F. Kane for foreclosure and the sale of the mortgaged premises and for sums due on the mortgage as follows:

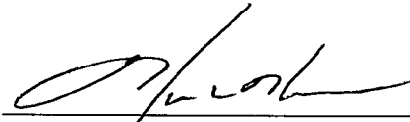
- |   |               |
|---|---------------|
| (a) Principal and accrued interest at<br>8.50% as of July 29, 2003                | \$ 214,756.76 |
| (b) Late charges  | \$ 1,773.18   |
| (c) Interest at the rate of 8.50% per annum<br>from July 29, 2003, (to be added): | \$ _____      |

(d) Reasonable attorney's fees  
actually incurred (to be added): \$ \_\_\_\_\_

(e) Costs (to be added): \$ \_\_\_\_\_

**TOTAL..... \$ 216,529.94, plus (c), (d) & (e)**

Date: 11/6/03

  
\_\_\_\_\_  
Kim C. Kesner, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

NORTHWEST SAVIANGS BANK,	:
Plaintiff	:
	:
vs.	: No.: 03-1298-CD
	:
JOSEPH F. KANE and GRACE J.	:
KANE,	:
Defendants	:

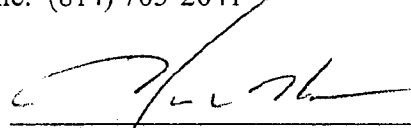
To: JOSEPH F. KANE  
9 Gulich Avenue  
Clearfield, PA 16830

Date of Notice: October 27, 2003

**IMPORTANT NOTICE**

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

COURT ADMINISTRATOR'S OFFICE  
Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830  
Phone: (814) 765-2641

  
\_\_\_\_\_  
Kim C. Kesner, Esquire  
Attorney for Plaintiff

cc: Northwest Savings Bank



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

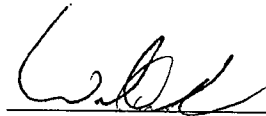
NORTHWEST SAVINGS BANK,	:	No. 03-1298-CD
Plaintiff	:	
	:	
vs.	:	
	:	
JOSEPH F. KANE and GRACE J.	:	
KANE,	:	
Defendants	:	

**NOTICE**

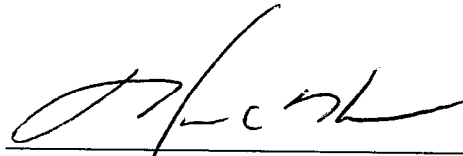
TO: JOSEPH F. KANE

NOTICE is given that a judgment in the above-captioned matter has been entered against you for foreclosure and sale of the mortgaged premises more fully described in Plaintiff's Complaint and for sums due on the mortgage of \$216,529.94, plus interest, costs and attorney's fees to be added on November 10, 2003.

William A. Shaw, Prothonotary



---



---

Kim C. Kesner, Esquire  
Attorney for Plaintiff

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

Northwest Saving Bank  
Plaintiff(s)

No.: 2003-01298-CD

Real Debt: \$216,529.94

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Joseph F.Kane

Grace J. Kane

Defendant(s)

Entry: \$20.00

**JUDGMENT AGAINST  
JOSEPH F. KANE, ONLY**

Instrument: Default Judgment

Date of Entry: November 10, 2003

Expires: November 10, 2008

Certified from the record this November 10, 2003

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

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

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.

JOSEPH F. KANE and GRACE J.  
KANE,  
Defendants

No. 03-1298-CD

Type of Case: Civil

Type of Pleading: Praecipe for  
Default Judgment

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

Kim C. Kesner, Esquire  
Supreme Court I.D. #28307  
23 North Second Street  
Clearfield, PA 16830  
(814) 765-1706

Other Counsel of Record:

**FILED**

**NOV 17 2003**

William A. Shaw  
Prothonotary, Clerk of Courts

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

NORTHWEST SAVINGS BANK, : No. 03-1298-CD  
Plaintiff :  
 :  
vs. :  
 :  
JOSEPH F. KANE and GRACE J. :  
KANE, :  
Defendants :

**PRAECIPE FOR DEFAULT JUDGMENT**

TO: William A. Shaw, Prothonotary

In accordance with Pa.R.Civ.P. Rule 1037, kindly enter judgment in favor of the above named Plaintiff and against the above named Defendant Grace J. Kane, for failure to file an answer in the above-captioned action within twenty (20) days from the date of service, Grace J. Kane having been served on October 13, 2003, as appears separately of record. A notice of Plaintiff's intention to file a Praecipe for Default Judgment was mailed to Defendant Grace J. Kane, at 303 Elm Avenue Avenue, Clearfield, PA, 16830 on November 6, 2003. A copy of the notice sent to Defendant Grace J. Kane, is attached hereto as Exhibit "A" and incorporated herein by reference.

Kindly assess damages against Defendant Grace J. Kane for foreclosure and the sale of the mortgaged premises and for sums due on the mortgage as follows:

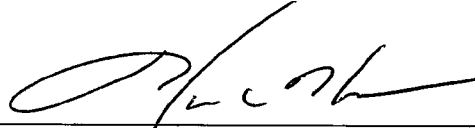
- (a) Principal and accrued interest at \$ 214,756.76  
8.50% as of July 29, 2003
- (b) Late charges \$ 1,773.18
- (c) Interest at the rate of 8.50% per annum  
from July 29, 2003, (to be added): \$ \_\_\_\_\_

(d) Reasonable attorney's fees  
actually incurred (to be added): \$ \_\_\_\_\_

(e) Costs (to be added): \$ \_\_\_\_\_

**TOTAL..... \$ 216,529.94, plus (c), (d) & (e)**

Date: 11/17/03

  
\_\_\_\_\_  
Kim C. Kesner, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

NORTHWEST SAVIANGS BANK,  
Plaintiff

vs.

JOSEPH F. KANE and GRACE J.  
KANE,  
Defendants

:  
:  
:  
: No.: 03-1298-CD  
:  
:  
:  
:

To: GRACE J. KANE  
303 Elm Avenue  
Clearfield, PA 16830

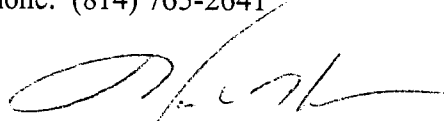
Date of Notice: November 6, 2003

**IMPORTANT NOTICE**

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

COURT ADMINISTRATOR'S OFFICE

Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830  
Phone: (814) 765-2641



Kim C. Kesner, Esquire  
Attorney for Plaintiff

cc: Northwest Savings Bank

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

COPY

NORTHWEST SAVINGS BANK,	:	No. 03-1298-CD
Plaintiff	:	
	:	
vs.	:	
	:	
JOSEPH F. KANE and GRACE J.	:	
KANE,	:	
Defendants	:	

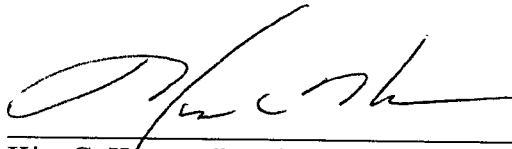
**NOTICE**

TO: GRACE J. KANE

NOTICE is given that a judgment in the above-captioned matter has been entered against you for foreclosure and sale of the mortgaged premises more fully described in Plaintiff's Complaint and for sums due on the mortgage of \$216,529.94, plus interest, costs and attorney's fees on November 17, 2003.

William A. Shaw, Prothonotary

---

  
Kim C. Kesner, Esquire  
Attorney for Plaintiff

COPY

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

Northwest Saving Bank  
Plaintiff(s)

No.: 2003-01298-CD

Real Debt: \$216,529.94

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Joseph F. Kane  
Grace J. Kane  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment against Grace J.  
Kane ONLY

Date of Entry: November 17, 2003

Expires: November 17, 2008

Certified from the record this 17th day of November, 2003.

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney



**PRAECIPE FOR WRIT OF EXECUTION – MONEY JUDGMENTS**

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.

JOSEPH F. KANE and GRACE J. KANE,  
Defendants

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 03-1298-CD

**PRAECIPE FOR WRIT OF EXECUTION**

JAN 07 2004

To the Prothonotary:

Issue writ of execution in the above matter.

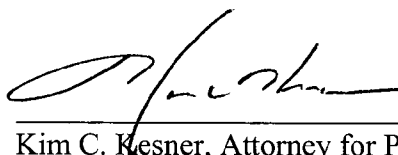
William A. Shaw  
Prothonotary Clerk of Courts

1. Directed to the Sheriff of Clearfield County
2. Against the following property: see attached Exhibit "A" of defendant and
3. Against the following property in the hands of (name) \_\_\_\_\_ garnishee
4. And index this writ
  - (a) Against Joseph F. Kane and Grace J. Kane, Defendants; and
  - (b) Against \_\_\_\_\_, as garnishee,

as lis pendens against real property of the defendant in name of garnishee as follows:

**ALL** those two certain lots or pieces of land with improvements thereon, situate in the Borough of Curwensville, Clearfield County, Commonwealth of Pennsylvania, more fully bounded and described in accordance with Exhibit "A" annexed hereto and incorporated herein by reference.

- |  |   |
|--|---|
| 5. Principal and accrued interest as of 8.50%<br>as of July 29, 2003 | \$ 214,756.76   |
| Late Charges   | \$ 1,773.18   |
| Interest from July 29, 2003 at<br>8.50% per annum(to be added)       | \$  |
| Costs (to be added)  | \$  |
| Reasonable attorney's fees<br>actually incurred (to be added)        | \$  |
| Total  | \$ 216,529.94 plus interest, costs and<br>attorney fees |



Kim C. Kesner, Attorney for Plaintiff

No. 03-1298-CD

No. \_\_\_\_\_

IN THE COURT OF COMMON  
PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

RECEIVED WRIT THIS \_\_\_\_ DAY  
of \_\_\_\_\_ A.D., 2004  
at \_\_\_\_\_ M.

\_\_\_\_\_  
Sheriff

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.

JOSEPH F. KANE and GRACE J. KANE,  
Defendants

Pracipe for Writ of Execution

WRIT OF EXECUTION (Money Judgments)	
EXECUTION DEBT	
Interest from	
Prothonotary	152 CO
Use Attorney	
Use Plaintiff	
Attorney's Comm.	
Satisfaction	
Sheriff	

ALL those two certain lots or parcels of land with improvements thereon, situate in the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

**THE FIRST THEREOF: BEGINNING** at a post at the southeast corner of an intersection of Beech Street and a public alley; thence along the South side of said public alley, North sixty-six ( $66^{\circ}$ ) degrees thirty (30') minutes East, one hundred seventy (170) feet to a post; thence South twenty-six ( $26^{\circ}$ ) degrees thirty (30') minutes East, one hundred twenty (120) feet to a post; thence South sixty-six ( $66^{\circ}$ ) degrees thirty (30') minutes West, one hundred seventy (170) feet to a post on the East side of Beech Street; thence along the East side of Beech Street, North twenty-six ( $26^{\circ}$ ) degrees thirty (30') minutes West one hundred twenty (120) feet to a post and place of beginning.

**THE SECOND THEREOF: BEGINNING** at a post located at the southwest corner of lot conveyed to the prior Grantors herein and being one hundred twenty (120) feet from the southeast corner of the intersection of Beech Street; thence South, twenty-six ( $26^{\circ}$ ) degrees thirty (30') minutes West, sixty (60) feet to a post; thence North, sixty-six ( $66^{\circ}$ ) degrees thirty (30') minutes East, one hundred seventy (170) feet to a post; thence North twenty-six ( $26^{\circ}$ ) degrees thirty (30') minutes West, to a post at the southeast corner of the lot conveyed to the prior Grantors; thence along line of said lot, South sixty-six ( $66^{\circ}$ ) degrees thirty (30') minutes West, one hundred seventy (170) feet to a post and place of beginning.

**EXHIBIT "A"**

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

NORTHWEST SAVINGS BANK, : No. 03-1298-CD  
Plaintiff :  
 :  
vs. :  
 :  
JOSEPH F. KANE and GRACE J. :  
KANE, :  
Defendants :

JAN 07 2004  
William A. Shaw  
Prothonotary Clerk of Courts

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Northwest Savings Bank, Plaintiff in the above action, sets forth as of the date of the Praecept for Writ of Execution was filed, the following information concerning the real property located in the Curwensville Borough, Clearfield County, Pennsylvania, bounded and described in accordance with Exhibit "A" which is annexed hereto and incorporated herein by reference.

1. Name and address of Owner(s) or Reputed Owner(s):

<u>Name</u>	<u>Address</u>
Joseph F. Kane	9 Gulich Avenue, Clearfield, PA 16830
Grace J. Kane	303 Elm Avenue, Clearfield, PA 16830

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

<u>Name</u>	<u>Address</u>
Joseph F. Kane	9 Gulich Avenue, Clearfield, PA 16830
Grace J. Kane	303 Elm Avenue, Clearfield, PA 16830

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

<u>Name</u>	<u>Address</u>
Northwest Savings Bank	1200 Old Town Road Clearfield, PA 16830

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

<u>Name</u>	<u>Address</u>
Northwest Savings Bank	1200 Old Town Road Clearfield, PA 16830

(Mortgage dated July 2, 1999 and recorded Clearfield County as Instrument Number 199911064.)

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 for Clearfield County, Curwensville Borough and Curwensville School District	230 East Market Street Clearfield, PA 16830
J. Duane Test, Tax Collector for Clearfield County, Curwensville Borough and Curwensville School District	P.O. Box 239 Naulton Road Curwensville, PA 16833

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:

<u>Name</u>	<u>Address</u>
None.	

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:

<u>Name</u>	<u>Address</u>
Theresa Ogden	516 Beech Street, Curwensville, PA 16833 Apt. 1
William Harris	516 Beech Street, Curwensville, PA 16833 Apt. 2 and 3
Lorilee Bloom	516 Beech Street, Curwensville, PA 16833 Apt. 4

Harry Rowles, Jr.

516 Beech Street, Curwensville, PA 16833  
Apt. 5

James E. Bloom

516 Beech Street, Curwensville, PA 16833  
Apt. 6

Deanna McFaye

P.O. Box 23, Grampian, PA 16838

Diane Zattoni

516 Beech Street, Curwensville, PA 16833  
Apt. 11

Brandi Kephart

516 Beech Street, Curwensville, PA 16833  
Apt. 12

Ann Reid

516 Beech Street, Curwensville, PA 16833  
Apt. 13


Clearfield Bank & Trust Company

11 N. 2<sup>nd</sup> St., P.O. Box 171, 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.A., Sec. 4904, relating to unsworn falsification to authorities.

Date: \_\_\_\_\_

1/7/03



Kim C. Kesner, Esquire  
Attorney for Plaintiff

ALL those two certain lots or parcels of land with improvements thereon, situate in the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

**THE FIRST THEREOF: BEGINNING** at a post at the southeast corner of an intersection of Beech Street and a public alley; thence along the South side of said public alley, North sixty-six ( $66^{\circ}$ ) degrees thirty (30') minutes East, one hundred seventy (170) feet to a post; thence South twenty-six ( $26^{\circ}$ ) degrees thirty (30') minutes East, one hundred twenty (120) feet to a post; thence South sixty-six ( $66^{\circ}$ ) degrees thirty (30') minutes West, one hundred seventy (170) feet to a post on the East side of Beech Street; thence along the East side of Beech Street, North twenty-six ( $26^{\circ}$ ) degrees thirty (30') minutes West one hundred twenty (120) feet to a post and place of beginning.

**THE SECOND THEREOF: BEGINNING** at a post located at the southwest corner of lot conveyed to the prior Grantors herein and being one hundred twenty (120) feet from the southeast corner of the intersection of Beech Street; thence South, twenty-six ( $26^{\circ}$ ) degrees thirty (30') minutes West, sixty (60) feet to a post; thence North, sixty-six ( $66^{\circ}$ ) degrees thirty (30') minutes East, one hundred seventy (170) feet to a post; thence North twenty-six ( $26^{\circ}$ ) degrees thirty (30') minutes West, to a post at the southeast corner of the lot conveyed to the prior Grantors; thence along line of said lot, South sixty-six ( $66^{\circ}$ ) degrees thirty (30') minutes West, one hundred seventy (170) feet to a post and place of beginning.

**EXHIBIT "A"**

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

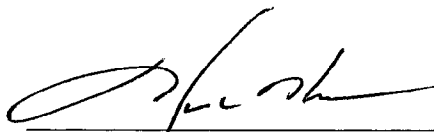
NORTHWEST SAVINGS BANK,	:	No. 03-1298-CD
Plaintiff	:	
	:	
vs.	:	
	:	
JOSEPH F. KANE and GRACE J.	:	
KANE,	:	
Defendants	:	

**CERTIFICATE OF ADDRESS**

I, Kim C. Kesner, Attorney at Law, hereby certify that the address of Defendants last known to Plaintiff is as follows:

Joseph F. Kane  
9 Gulich Avenue  
Clearfield, PA 16830

Grace J. Kane  
303 Elm Avenue  
Clearfield, PA 16830



Kim C. Kesner, Esquire  
Attorney for Plaintiff

JAN 07 2004

WILLIAM A. S. JAW  
Prothonotary Clerk of Courts



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

NORTHWEST SAVINGS BANK,	:	No. 03-1298-CD
Plaintiff	:	
	:	
vs.	:	
	:	
JOSEPH F. KANE and GRACE J.	:	
KANE,	:	
Defendants	:	

**WRIT OF EXECUTION**

Commonwealth of Pennsylvania	:
	: SS.
County of Clearfield	:

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest, and costs against the real estate of JOSEPH F. KANE and GRACE J. KANE, Defendants, you are directed to levy upon the property of the Defendants and to sell their interest therein:

The real estate subject to this action has an address of 516 Beech Street, Curwensville, PA, 16833, to which Defendants took title by deed recorded in Clearfield County as Instrument Number 199911063, more particularly bounded and described as follows:

ALL those two certain lots or parcels of land with improvements thereon, situate in the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

**THE FIRST THEREOF: BEGINNING** at a post at the southeast corner of an intersection of Beech Street and a public alley; thence along the South side of said public alley, North sixty-six (66°) degrees thirty (30') minutes East, one hundred seventy (170) feet to a post; thence South twenty-six (26°) degrees thirty (30') minutes East, one hundred twenty (120) feet to a post; thence South sixty-six (66°) degrees thirty (30') minutes West, one hundred seventy (170) feet to a post on the East side of Beech Street; thence along the East side of Beech Street, North twenty-six (26°) degrees thirty (30') minutes West one hundred twenty (120) feet to a post and place of beginning.

**THE SECOND THEREOF: BEGINNING** at a post located at the southwest corner of lot conveyed to the prior Grantors herein and being one hundred twenty

(120) feet from the southeast corner of the intersection of Beech Street; thence South, twenty-six (26°) degrees thirty (30') minutes West, sixty (60) feet to a post; thence North, sixty-six (66°) degrees thirty (30') minutes East, one hundred seventy (170) feet to a post; thence North twenty-six (26°) degrees thirty (30') minutes West, to a post at the southeast corner of the lot conveyed to the prior Grantors; thence along line of said lot, South sixty-six (66°) degrees thirty (30') minutes West, one hundred seventy (170) feet to a post and place of beginning.

Amounts Due:

Principal and accrued interest as of 8.50% as of July 29, 2003	\$ 214,756.76
Late Charges	\$ 1,773.18
Interest from July 29, 2003 at 8.50% per annum(to be added)	\$
Costs (to be added)	\$
Reasonable attorney's fees actually incurred (to be added)	\$
Total	\$ 216,529.94 plus interest, costs and attorney fees 152.00 Prothonotary Costs

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

William A. Shaw 1/7/04  
Deputy

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

NORTHWEST SAVINGS BANK, : No. 03-1298-CD  
Plaintiff :  
 :  
vs. :  
 :  
JOSEPH F. KANE and GRACE J. :  
KANE, :  
Defendants :

FILED

JUN 04 2004

William A. Shaw  
Prothonotary/Clerk of Courts

RETURN OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF CLEARFIELD :

The undersigned, Kim C. Kesner, Attorney for Plaintiff in the above-captioned matter, being duly sworn according to law, deposes and says that on the 23<sup>rd</sup> day of February, 2004, he caused a Notice of Sheriff's Sale of real property scheduled in this matter for Friday, May 7, 2004, at 10:00 a.m. at the office of the Clearfield County Sheriff, Clearfield, Pennsylvania 16830, to be served in an identical form as annexed hereto as Exhibit "A" and incorporated herein upon the following persons in the following manner:

BY CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Joseph F. Kane  
9 Gulich Avenue  
Clearfield, PA 16830

Certified Mail Receipt and Return Receipts bearing Defendants signature, the originals of which are attached hereto as Exhibit "B" and incorporated herein by reference.

FIRST CLASS MAIL  
POSTAGE PREPAID

Clearfield County Tax Claim Bureau  
230 East Market Street  
Clearfield, PA 16830

J. Duane Test, Tax Collector  
Curwensville Borough  
P.O. Box 239  
Naulton Road  
Curwensville, PA 16833

Theresa Ogden  
516 Beech Street  
Apt. 1  
Curwensville, PA 16833

William Harris  
516 Beech Street  
Apts. 2 & 3  
Curwensville, PA 16833

Lorilee Bloom  
516 Beech Street  
Apt. 4  
Curwensville, PA 16833

Harry Rowles, Jr.  
516 Beech Street  
Apt. 5  
Curwensville, PA 16833

James E. Bloom  
516 Beech Street  
Apt. 6  
Curwensville, PA 16833

Deanna McFaye  
P.O. Box 23  
Grampian, PA 16838

Diane Zattoni  
516 Beech Street  
Apt. 11  
Curwensville, PA 16833

Brandi Kephart  
516 Beech Street  
Apt. 12  
Curwensville, PA 16833

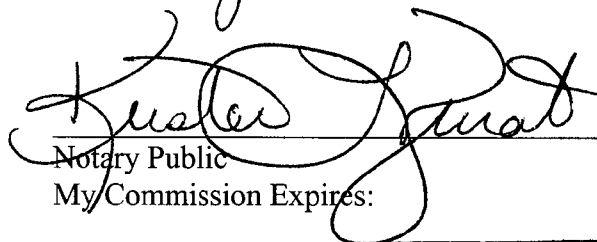
Ann Reid  
516 Beech Street  
Curwensville, PA 16833

United States Postal Service Form 3817 Certificates of Mailing evidencing the mailing of such Notice to the above is annexed hereto as Exhibit "C" and incorporated herein by reference.

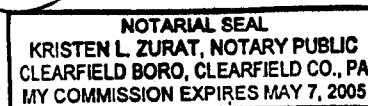


Kim C. Kesner, Esquire  
Attorney for Plaintiff

Sworn to and subscribed before me this 3<sup>rd</sup> day of June, 2004.



Notary Public  
My Commission Expires:



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

NORTHWEST SAVINGS BANK, : No. 03-1298-CD  
Plaintiff :  
 :  
vs. :  
 :  
JOSEPH F. KANE and GRACE J. :  
KANE, :  
Defendants :

**NOTICE OF SALE**

By virtue of a Writ of Execution issued by William A. Shaw, Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, to me directed, there will be exposed to public sale on FRIDAY, MAY 7, 2004 at 10:00 a.m. at the Clearfield County Sheriff's Office, Courthouse, Clearfield, Pennsylvania, the real estate described in accordance with Exhibit "A" which is annexed hereto and incorporated herein by reference, including structures thereon, seized and taken in execution as the property of JOSEPH F. KANE and GRACE J. KANE.

All parties in interest and claimants will take notice that a schedule of distribution will be filed on the 10TH day of MAY, 2004, and that the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

Date: FEBRUARY 19, 2004



Chester A. Hawkins, Sheriff

Kim C. Kesner, Esquire  
Attorney for Northwest Savings Bank  
23 North Second Street  
Clearfield, PA 16830

**EXHIBIT "A"**

ALL those two certain lots or parcels of land with improvements thereon, situate in the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

**THE FIRST THEREOF: BEGINNING** at a post at the southeast corner of an intersection of Beech Street and a public alley; thence along the South side of said public alley, North sixty-six ( $66^{\circ}$ ) degrees thirty (30') minutes East, one hundred seventy (170) feet to a post; thence South twenty-six ( $26^{\circ}$ ) degrees thirty (30') minutes East, one hundred twenty (120) feet to a post; thence South sixty-six ( $66^{\circ}$ ) degrees thirty (30') minutes West, one hundred seventy (170) feet to a post on the East side of Beech Street; thence along the East side of Beech Street, North twenty-six ( $26^{\circ}$ ) degrees thirty (30') minutes West one hundred twenty (120) feet to a post and place of beginning.

**THE SECOND THEREOF: BEGINNING** at a post located at the southwest corner of lot conveyed to the prior Grantors herein and being one hundred twenty (120) feet from the southeast corner of the intersection of Beech Street; thence South, twenty-six ( $26^{\circ}$ ) degrees thirty (30') minutes West, sixty (60) feet to a post; thence North, sixty-six ( $66^{\circ}$ ) degrees thirty (30') minutes East, one hundred seventy (170) feet to a post; thence North twenty-six ( $26^{\circ}$ ) degrees thirty (30') minutes West, to a post at the southeast corner of the lot conveyed to the prior Grantors; thence along line of said lot, South sixty-six ( $66^{\circ}$ ) degrees thirty (30') minutes West, one hundred seventy (170) feet to a post and place of beginning.

SEIZED, taken in execution to be sold as the property of JOSEPH F. KANE AND GRACE J. KANE,  
at the suit of NORTHWEST SAVINGS BANK. JUDGMENT NO. 03-1298-CD.

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

7000 1670 0002 4682 5008

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.42</b>

Postmark Here

SENT TO

Joseph F. Kane

9 Gulick Avenue

Clearfield, PA 16830

PS Form 3800, May 2000 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>Joseph F. Kane            9 Gulick Ave.            Clearfield, PA 16830</p>	<p>A. Signature</p> <p><input checked="" type="checkbox"/> Sarah Scidsica <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>Sarah Scidsica 2/24/04</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes</p> <p>If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number            (Transfer from service label)</p> <p>7000 1670 0002 4682 5008</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>



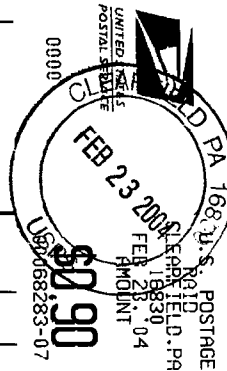


U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE—POSTMASTER

Received From:  
**KIM C. KESNER, ESQUIRE**  
**23 North Second Street**  
**Clearfield, PA 16830**

One piece of ordinary mail addressed to:  
**William Harris**  
**516 Beech Street**  
**Apts. 2 & 3**  
**Curwensville, PA 16833**

PS Form 3817, Mar. 1989

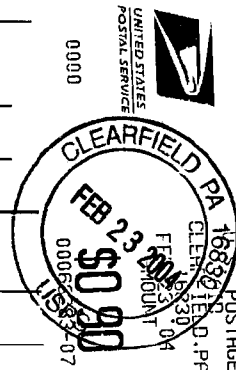


U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE—POSTMASTER

Received From:  
**KIM C. KESNER, ESQUIRE**  
**23 North Second Street**  
**Clearfield, PA 16830**

One piece of ordinary mail addressed to:  
**Horilee Bloom**  
**516 Beech Street**  
**Apt 4**  
**Curwensville, PA 16833**

PS Form 3817, Mar. 1989

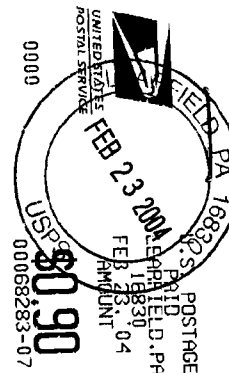


U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE—POSTMASTER

Received From:  
**KIM C. KESNER, ESQUIRE**  
**23 North Second Street**  
**Clearfield, PA 16830**

One piece of ordinary mail addressed to:  
**Harry Rowles, Jr.**  
**516 Beech Street**  
**Apt. 5**  
**Curwensville, PA 16833**

PS Form 3817, Mar. 1989

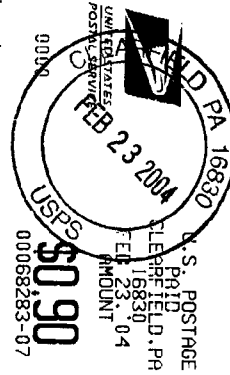


**U.S. POSTAL SERVICE CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE—POSTMASTER

Received From:  
**KIM C. KESNER, ESQUIRE**  
**23 North Second Street**  
**Clearfield, PA 16830**

One piece of ordinary mail addressed to:  
**James E. Bloom**  
**516 Beech Street**  
**Apt. 6**  
**Curwensville, PA 16833**

PS Form 3817, Mar. 1989

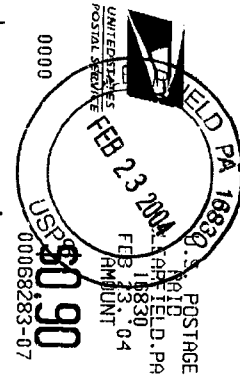


**U.S. POSTAL SERVICE CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE—POSTMASTER

Received From:  
**KIM C. KESNER, ESQUIRE**  
**23 North Second Street**  
**Clearfield, PA 16830**

One piece of ordinary mail addressed to:  
**Deanna McFayle**  
**P.O. Box 23**  
**Grampian, PA 16838**

PS Form 3817, Mar. 1989

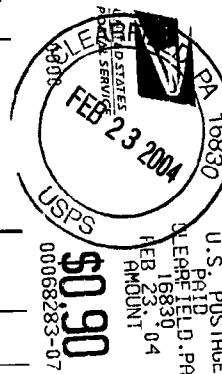


**U.S. POSTAL SERVICE CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE—POSTMASTER

Received From:  
**KIM C. KESNER, ESQUIRE**  
**23 North Second Street**  
**Clearfield, PA 16830**

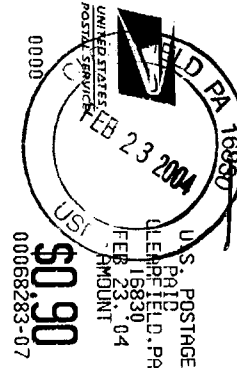
One piece of ordinary mail addressed to:  
**Diane Zattoni**  
**516 Beech Street**  
**Apt. 11**  
**Curwensville, PA 16833**

PS Form 3817, Mar. 1989



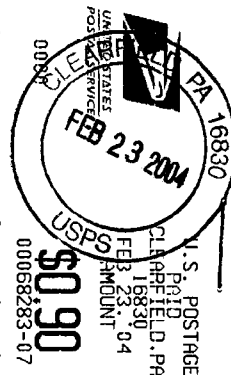
U.S. POSTAL SERVICE		<b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:			
KIM C. KESNER, ESQUIRE			
23 North Second Street			
Clearfield, PA 16830			
One piece of ordinary mail addressed to:			
Brandi Kepner			
516 Beech Street			
Apt 12			
Curwensville, PA 16833			

PS Form 3817, Mar. 1989



U.S. POSTAL SERVICE		<b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:			
KIM C. KESNER, ESQUIRE			
23 North Second Street			
Clearfield, PA 16830			
One piece of ordinary mail addressed to:			
Ann Reid			
516 Beech Street			
Curwensville, PA 16833			

PS Form 3817, Mar. 1989



is  
d  
yf  
it

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

Sheriff Docket # 15201

NORTHWEST SAVINGS BANK

03-1298-CD

VS.

KANE, JOSEPH F.

WRIT OF EXECUTION

REAL ESTATE

**SHERIFF RETURNS**

---

NOW, FEBRUARY 27, 2004 @ 10:32 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF MAY 7, 2004 WAS SET.

NOW, FEBRUARY 27, 2004 @ 1:10 P.M. O'CLOCK SERVED GRACE J. KANE, DEFENDANT, AT HER EMPLOYMENT CHILDREN'S AID SOCIETY, SOUTH 2ND STREET, OLD TOWN ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GRACE J. KANE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF TH LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, FEBRUARY 27, 2004 @ 1:20 P.M. OCLOCK SERVED JOSEPH F. KANE, DEFENDANT, AT HIS RESIDENCE 9 GULICH AVENUE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOSEPH F. KANE, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, MAY 7, 2004 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, MAY 17, 2004 BILLED THE ATTORNEY FOR ADDITIONAL COSTS DUE.

NOW, MAY 21, 2004 RECEIVED CHECK FROM PLAINTIFF FOR ADDITONAL COSTS DUE.

FILED  
0/3:00/01  
JUL 27 2004  
Shaw  
Clerk of Courts

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

Sheriff Docket # 15201

NORTHWEST SAVINGS BANK

03-1298-CD

VS.

KANE, JOSEPH F.

WRIT OF EXECUTION

REAL ESTATE

**SHERIFF RETURNS**

---

NOW, JULY 26, 2004 PAID COSTS FROM THE ADVANCE AND ADDITONAL CHECK .

NOW, JULY 27, 2004 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY OF  
THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00  
+ COSTS.

NOW, JULY 27, 2004 A DEED WAS FILED.

SHERIFF HAWKINS \$206.94

SURCHARGE \$40.00

PAID BY ATTORNEY

---

Sworn to Before Me This

27<sup>th</sup> Day Of July 2004

William A. Shaw  
301

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

So Answers,

Chester A. Hawkins  
By Cynthia Butler-Augher  
Chester A. Hawkins

Sheriff

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

NORTHWEST SAVINGS BANK, : No. 03-1298-CD  
Plaintiff :  
 :  
vs. :  
 :  
JOSEPH F. KANE and GRACE J. :  
KANE, :  
Defendants :

**WRIT OF EXECUTION**

Commonwealth of Pennsylvania :  
 : SS.  
County of Clearfield :

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest, and costs against the real estate of JOSEPH F. KANE and GRACE J. KANE, Defendants, you are directed to levy upon the property of the Defendants and to sell their interest therein:

The real estate subject to this action has an address of 516 Beech Street, Curwensville, PA, 16833, to which Defendants took title by deed recorded in Clearfield County as Instrument Number 199911063, more particularly bounded and described as follows:

ALL those two certain lots or parcels of land with improvements thereon, situate in the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

**THE FIRST THEREOF: BEGINNING** at a post at the southeast corner of an intersection of Beech Street and a public alley; thence along the South side of said public alley, North sixty-six (66°) degrees thirty (30') minutes East, one hundred seventy (170) feet to a post; thence South twenty-six (26°) degrees thirty (30') minutes East, one hundred twenty (120) feet to a post; thence South sixty-six (66°) degrees thirty (30') minutes West, one hundred seventy (170) feet to a post on the East side of Beech Street; thence along the East side of Beech Street, North twenty-six (26°) degrees thirty (30') minutes West one hundred twenty (120) feet to a post and place of beginning.

**THE SECOND THEREOF: BEGINNING** at a post located at the southwest corner of lot conveyed to the prior Grantors herein and being one hundred twenty

(120) feet from the southeast corner of the intersection of Beech Street; thence South, twenty-six (26°) degrees thirty (30') minutes West, sixty (60) feet to a post; thence North, sixty-six (66°) degrees thirty (30') minutes East, one hundred seventy (170) feet to a post; thence North twenty-six (26°) degrees thirty (30') minutes West, to a post at the southeast corner of the lot conveyed to the prior Grantors; thence along line of said lot, South sixty-six (66°) degrees thirty (30') minutes West, one hundred seventy (170) feet to a post and place of beginning.

Amounts Due:

Principal and accrued interest as of 8.50% as of July 29, 2003	\$ 214,756.76
Late Charges	\$ 1,773.18
Interest from July 29, 2003 at 8.50% per annum(to be added)	\$
Costs (to be added)	\$
Reasonable attorney's fees actually incurred (to be added)	\$
Total	\$ 216,529.94 plus interest, costs and attorney fees 152.00 Prothonotary costs

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

Will. A. Shaw 11/7/04  
Deputy

Received January 7, 2004 @ 3:00 P.M.  
Chester A. Kauters  
By Cynthia Butler-Aughenbaugh



# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME KANE NO. 03-1298-CD

NOW, May 7, 2004, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 7TH day of MAY 2004, I exposed the within described real estate of JOSEPH F. KANE AND GRACE J. KANE to public venue or outcry at which time and place I sold the same to NORTHWEST SAVINGS BANK

he/she being the highest bidder, for the sum of \$1.00 + COSTS and made the following appropriations, viz:

## SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	4.50
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>206.94</b>

## DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>28.50</b>

## PLAINTIFF COSTS, DEBT & INTEREST:

DEBT-AMOUNT DUE	214,756.76
INTEREST FROM 7/29/03 @8.5%	
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	1,773.18
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>216,529.94</b>

## COSTS:

ADVERTISING	362.34
TAXES - collector TO DEC.	3,011.69
TAXES - tax claim TO JULY	23,207.08
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	206.94
LEGAL JOURNAL AD	180.00
PROTHONOTARY	152.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

**TOTAL COSTS 27,293.55**

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

# AFFIDAVIT OF PROCESS SERVER

03 1298-0

(NAME OF COURT)

Northwest Savings Bank  
PLAINTIFF/PETITIONER

vs. Joseph F. Kane & Grace J Kane 03-1298-0  
DEFENDANT/RESPONDENT CASE #

I declare that I am a citizen of the United States, over the age of eighteen and not a party to this action. And that within the boundaries of the state where service was effected, I was authorized by law to perform said service.

Service: I served Joseph F. Kane

with the (documents)

by serving Joseph F. Kane  
NAME

at ☒ Home 9 Gulch Ave Clearfield Pa 16830 RELATIONSHIP

☐ Business

on Monday Jan. 24, 2005 at 4:20 PM

FILED  
2/10/05  
JAN 31 2005

William A. Shaw  
Prothonotary/Clerk of Courts  
1cc Atty Resner

Thereafter copies of the documents were mailed by prepaid, first class mail on

CITY STATE

DATE

Manner of Service: ☒ By personally delivering copies to the person/authorized agent of entity being served.

☐ By leaving, during office hours, copies at the office of the person/entity being served, leaving same with the person apparently in charge thereof.

☐ By leaving copies at the dwelling house or usual place of abode of the person being served with a member of the household 18 or older and explaining the general nature of the papers.

☐ By posting copies in a conspicuous manner to the address of the person/entity being served.

Non-Service: After due search, careful inquiry and diligent attempts at the address(es) listed above, I have been unable to effect process upon the person/entity being served because of the following reason(s).

☐ Unknown at Address ☐ Evading ☐ Moved, Left no Forwarding ☐ Other  
☐ Address Does Not Exist ☐ Service Cancelled by Litigant ☐ Unable to Service in a Timely Fashion

Service Attempts: Service was attempted on ( 1 ) 1-17-05 2:00pm ( 2 ) 1-21-05 4:30pm  
( ) DATE TIME ( ) DATE TIME ( ) DATE TIME

Description:

Age 30's Sex M Race Wh Hgt. 5'10" Wgt. 180 Hair Gray Glasses ☒

I declare under penalty of perjury that the information contained herein is true and correct and this affidavit was executed on 1-26-05  
at CLEARFIELD PA  
CITY STATE

State of PA  
County of CLEARFIELD

Sworn to and subscribed before me this 26  
day of January, 2005

RICHARD A. IRELAND  
District Justice, State of Pennsylvania  
No. 46-3-02, Clearfield County  
Term Expires Jan. 3, 2006

[Signature]  
SIGNATURE OF PROCESS SERVER

[Signature]  
NOTARY PUBLIC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

NORTHWEST SAVINGS BANK.

Petitioner/Plaintiff

vs.

JOSEPH F. KANE and GRACE J.

KANE,

Respondents/Defendants

No.: 03-1298-CD

**RULE RETURNABLE**

AND NOW this 12 day of January, 2005, upon consideration of the foregoing Petition a Rule is hereby issued upon Joseph F. Kane and Grace J. Kane to Show Cause why the prayers of the Petition should not be granted. Rule Returnable by written answer in accordance with Local Rule 206(h) on or before the 11th day of February, 2005. Should hearing be required under the provisions of 42 Pa.C.S.A. §8103(c), it shall be held on the 23rd day of February, 2005 at 9:00 o'clock A.M. in Courtroom Number 1. Service of the Petition and this Rule shall be in accordance with Pa. R.Civ.P. Rule 440.

**NOTICE**

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE 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  
Second and Market Streets  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

Thereby do hereby certify  
that the foregoing is a true  
and correct copy of the  
original filed in the  
Court of Common Pleas of  
Clearfield County, Pennsylvania.

JAN 17 2005

BY THE COURT:

/s/ Fredric J. Ammerman

Judge

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

NORTHWEST SAVINGS BANK,  
Petitioner/Plaintiff

vs.

JOSEPH F. KANE and GRACE J.  
KANE,  
Respondents/Defendants

No. 03-1298-CD

Type of Case: Civil

Type of Pleading: Petition to Fix Fair  
Market Value of Real Property Sold

Filed on Behalf of: Petitioner/Plaintiff

Counsel of Record for this Party:

Kim C. Kesner, Esquire  
Supreme Court I.D. #28307  
23 North Second Street  
Clearfield, PA 16830  
(814) 765-1706

Other Counsel of Record:

RECEIVED  
JAN 10 2004  
CLEARFIELD COUNTY

JAN 10 2004

2004-01-10 10:13:13

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

NORTHWEST SAVINGS BANK,	:
Petitioner/Plaintiff	:
	:
vs.	: No.: 03-1298-CD
	:
JOSEPH F. KANE and GRACE J.	:
KANE,	:
Respondents/Defendants	:

**PETITION TO FIX FAIR MARKET  
VALUE OF REAL PROPERTY SOLD**

TO: The Honorable Judges of Said Court

NOW COMES Northwest Savings Bank by its counsel, Kim C. Kesner, Esquire, and in accordance with 42 Pa.C.S.A. §8103(a) files this Petition to Fix the Fair Market Value of Real Property Sold and in support hereof avers as follows:

1. Petitioner is Northwest Savings Bank with an office at 1200 South Second Street, Clearfield, Clearfield County, Pennsylvania, 16830, Plaintiff in the above captioned Mortgage Foreclosure Action.

2. Respondents are Joseph F. Kane, last known by Petitioner to reside at 9 Gulich Avenue, Clearfield, Clearfield County, Pennsylvania, 16830 and Grace J. Kane, last known by Petitioner to reside at 303 Elm Avenue, Clearfield County, Pennsylvania, 16830. Respondents are the Defendants in the above captioned action and are the persons liable to the Petitioner for the payment of the debt for which the Judgment described hereinafter was entered.

3. Petitioner/Plaintiff entered default judgment in this action on November 10, 2003 against Respondents/Defendants for Two Hundred Sixteen Thousand Five Hundred Twenty-nine and 94/100 (\$216,529.94) Dollars and for foreclosure and sale of the mortgaged real estate being the subject of this action with an address of 516 Beech Street, Curwensville, Pennsylvania, 16833 to which

Respondents/Defendants took title by Deed recorded at Clearfield County Instrument Number 199911063, ("Subject Realty") more particularly bounded and described as follows:

ALL those two certain lots or parcels of land with improvements thereon, situate in the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

**THE FIRST THEREOF: BEGINNING** at a post at the southeast corner of an intersection of Beech Street and a public alley; thence along the South side of said public alley, North sixty-six (66°) degrees thirty (30') minutes East, one hundred seventy (170) feet to a post; thence South twenty-six (26°) degrees thirty (30') minutes East, one hundred twenty (120) feet to a post; thence South sixty-six (66°) degrees thirty (30') minutes West, one hundred seventy (170) feet to a post on the East side of Beech Street; thence along the East side of Beech Street, North twenty-six (26°) degrees thirty (30') minutes West one hundred twenty (120) feet to a post and place of beginning.

**THE SECOND THEREOF: BEGINNING** at a post located at the southwest corner of lot conveyed to the prior Grantors herein and being one hundred twenty (120) feet from the southeast corner of the intersection of Beech Street; thence South, twenty-six (26°) degrees thirty (30') minutes West, sixty (60) feet to a post; thence North, sixty-six (66°) degrees thirty (30') minutes East, one hundred seventy (170) feet to a post; thence North twenty-six (26°) degrees thirty (30') minutes West, to a post at the southeast corner of the lot conveyed to the prior Grantors; thence along line of said lot, South sixty-six (66°) degrees thirty (30') minutes West, one hundred seventy (170) feet to a post and place of beginning.

4. The Subject Realty was sold by the Sheriff of Clearfield County to Pctitioner/Plaintiff on May 7, 2004 for One (\$1.00) Dollar plus costs.

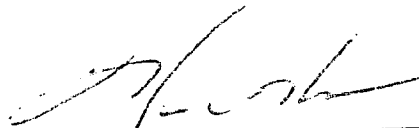
5. The Sheriff delivered his deed on July 27, 2004 on which date it was recorded at Clearfield County Instrument Number 200412108.

6. The Petitioner/Plaintiff resold the Subject Realty on December 7, 2004 to Jason C. and Holly L. Shoff by Deed dated December 6, 2004, recorded at Clearfield County Instrument Number 200419698.

7. Petitioner/Plaintiff believes and therefore avers that the fair market value of the subject property is Eighty Thousand (\$80,000.00) Dollars.

WHEREFORE, Petitioner/Plaintiff in accordance with 42 Pa.C.S.A. §8103(a) requests this Honorable Court to fix the fair market value of the subject realty.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kim C. Kesner', is written over a horizontal line.

Kim C. Kesner, Esquire  
Attorney for Petitioner/Plaintiff  
Supreme Ct. I.D. #28307

23 North Second Street  
Clearfield, PA 16830  
814-765-1706

COMMONWEALTH OF PENNSYLVANIA :  
: SS.

COUNTY OF CLEARFIELD :

Before me, the undersigned authority personally appeared C. ERIC JOHNSON, who, being duly sworn according to law, deposes and says that he is the Assistant Vice President of Northwest Savings Bank, that he is authorized and empowered to execute this Affidavit, and that the facts and averments set forth in the foregoing Petition are true and correct to the best of his knowledge, information, and belief.

  
C. Eric Johnson

Sworn to and subscribed before me this 27<sup>th</sup> day of June, 2005.

  
Notary Public

My Commission Expires:





# AFFIDAVIT OF PROCESS SERVER

03-1298-03

(NAME OF COURT)

Northwest Savings Bank vs Joseph F. Kne & Grace J. Kne 03-1298-03

PLAINTIFF/PETITIONER                      DEFENDANT/RESPONDENT                      CASE #

I declare that I am a citizen of the United States, over the age of eighteen and not a party to this action. And that within the boundaries of the state where service was effected, I was authorized by law to perform said service.

Service: I served Grace J. Kne

with the (documents)

by serving Laurie Kne Daughter-in-law

NAME                      RELATIONSHIP

at ☒ Home 312 Race St Clenfield Pa 16830

☐ Business \_\_\_\_\_

on 1-21-05 at 4:20 PM

**FILED**  
JAN 31 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

Thereafter copies of the documents were mailed by prepaid, first class mail on \_\_\_\_\_  
from \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ DATE \_\_\_\_\_

- Manner of Service:** ☐ By personally delivering copies to the person/authorized agent of entity being served.  
☐ By leaving, during office hours, copies at the office of the person/entity being served, leaving same with the person apparently in charge thereof.  
☒ By leaving copies at the dwelling house or usual place of abode of the person being served with a member of the household 18 or older and explaining the general nature of the papers.  
☐ By posting copies in a conspicuous manner to the address of the person/entity being served.

**Non-Service:** After due search, careful inquiry and diligent attempts at the address(es) listed above, I have been unable to effect process upon the person/entity being served because of the following reason(s).

- ☐ Unknown at Address    ☐ Evading    ☐ Moved, Left no Forwarding    ☐ Other  
☐ Address Does Not Exist    ☐ Service Cancelled by Litigant    ☐ Unable to Service in a Timely Fashion

**Service Attempts:** Service was attempted on (1) 1-17-05 3:45 PM (2) 1-19-05 2:00 PM  
 ( ) \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_ ( ) \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

**Description:** Age 20 Sex F Race Wh Hgt. 5-4 Wgt. 120 Hair Brown Glasses N

I declare under penalty of perjury that the information contained herein is true and correct and this affidavit was executed on 1-26-05  
 at Clenfield PA  
 CITY STATE

State of PA  
 County of COUNTY

Sworn to and subscribed before me this 26  
 day of JANUARY, 2005

RICHARD A. [Signature]  
 District Justice, State of Pennsylvania  
 No. 46-3-02, Clearfield County  
 Term Expires \_\_\_\_\_

[Signature]  
 SIGNATURE OF PROCESS SERVER  
 [Signature]  
 NOTARY PUBLIC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

NORTHWEST SAVINGS BANK.

Petitioner/Plaintiff

vs.

JOSEPH F. KANE and GRACE J.  
KANE,

Respondents/Defendants

:  
:  
:  
:  
:  
:  
:

No.: 03-1298-CD

**RULE RETURNABLE**

AND NOW this 12 day of January, 2005, upon consideration of the foregoing Petition a Rule is hereby issued upon Joseph F. Kane and Grace J. Kane to Show Cause why the prayers of the Petition should not be granted. Rule Returnable by written answer in accordance with Local Rule 206(h) on or before the 11<sup>th</sup> day of February, 2005. Should hearing be required under the provisions of 42 Pa.C.S.A. §8103(c), it shall be held on the 23<sup>rd</sup> day of February, 2005 at 9:00 o'clock A.M. in Courtroom Number 1. Service of the Petition and this Rule shall be in accordance with Pa. R.Civ.P. Rule 440.

**NOTICE**

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE 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  
Second and Market Streets  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

Direct: 814-765-2641  
Fax: 814-765-2642  
E-mail: courtadmin@clearfieldcounty.org

JAN 11 2005

BY THE COURT:

/s/ Fredric J. Ammerman

Judge

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

NORTHWEST SAVINGS BANK,  
Petitioner/Plaintiff

vs.

JOSEPH F. KANE and GRACE J.  
KANE,

Respondents/Defendants

No. 03-1298-CD

Type of Case: Civil

Type of Pleading: Petition to Fix Fair  
Market Value of Real Property Sold

Filed on Behalf of: Petitioner/Plaintiff

Counsel of Record for this Party:

Kim C. Kesner, Esquire  
Supreme Court I.D. #28307  
23 North Second Street  
Clearfield, PA 16830  
(814) 765-1706

Other Counsel of Record:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

NORTHWEST SAVINGS BANK,	:
Petitioner/Plaintiff	:
	:
vs.	: No.: 03-1298-CD
	:
JOSEPH F. KANE and GRACE J.	:
KANE,	:
Respondents/Defendants	:

**PETITION TO FIX FAIR MARKET**  
**VALUE OF REAL PROPERTY SOLD**

TO: The Honorable Judges of Said Court

NOW COMES Northwest Savings Bank by its counsel, Kim C. Kesner, Esquire, and in accordance with 42 Pa.C.S.A. §8103(a) files this Petition to Fix the Fair Market Value of Real Property Sold and in support hereof avers as follows:

1. Petitioner is Northwest Savings Bank with an office at 1200 South Second Street, Clearfield, Clearfield County, Pennsylvania, 16830, Plaintiff in the above captioned Mortgage Foreclosure Action.
2. Respondents are Joseph F. Kane, last known by Petitioner to reside at 9 Gulich Avenue, Clearfield, Clearfield County, Pennsylvania, 16830 and Grace J. Kane, last known by Petitioner to reside at 303 Elm Avenue, Clearfield County, Pennsylvania, 16830. Respondents are the Defendants in the above captioned action and are the persons liable to the Petitioner for the payment of the debt for which the Judgment described hereinafter was entered.
3. Petitioner/Plaintiff entered default judgment in this action on November 10, 2003 against Respondents/Defendants for Two Hundred Sixteen Thousand Five Hundred Twenty-nine and 94/100 (\$216,529.94) Dollars and for foreclosure and sale of the mortgaged real estate being the subject of this action with an address of 516 Beech Street, Curwensville, Pennsylvania, 16833 to which

Respondents/Defendants took title by Deed recorded at Clearfield County Instrument Number 199911063, ("Subject Realty") more particularly bounded and described as follows:

ALL those two certain lots or parcels of land with improvements thereon, situate in the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

**THE FIRST THEREOF: BEGINNING** at a post at the southeast corner of an intersection of Beech Street and a public alley; thence along the South side of said public alley, North sixty-six (66°) degrees thirty (30') minutes East, one hundred seventy (170) feet to a post; thence South twenty-six (26°) degrees thirty (30') minutes East, one hundred twenty (120) feet to a post; thence South sixty-six (66°) degrees thirty (30') minutes West, one hundred seventy (170) feet to a post on the East side of Beech Street; thence along the East side of Beech Street, North twenty-six (26°) degrees thirty (30') minutes West one hundred twenty (120) feet to a post and place of beginning.

**THE SECOND THEREOF: BEGINNING** at a post located at the southwest corner of lot conveyed to the prior Grantors herein and being one hundred twenty (120) feet from the southeast corner of the intersection of Beech Street; thence South, twenty-six (26°) degrees thirty (30') minutes West, sixty (60) feet to a post; thence North, sixty-six (66°) degrees thirty (30') minutes East, one hundred seventy (170) feet to a post; thence North twenty-six (26°) degrees thirty (30') minutes West, to a post at the southeast corner of the lot conveyed to the prior Grantors; thence along line of said lot, South sixty-six (66°) degrees thirty (30') minutes West, one hundred seventy (170) feet to a post and place of beginning.

4. The Subject Realty was sold by the Sheriff of Clearfield County to Petitioner/Plaintiff on May 7, 2004 for One (\$1.00) Dollar plus costs.

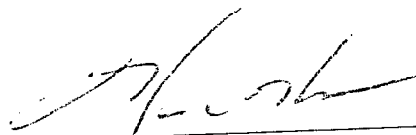
5. The Sheriff delivered his deed on July 27, 2004 on which date it was recorded at Clearfield County Instrument Number 200412108.

6. The Petitioner/Plaintiff resold the Subject Realty on December 7, 2004 to Jason C. and Holly L. Shoff by Deed dated December 6, 2004, recorded at Clearfield County Instrument Number 200419698.

7. Petitioner/Plaintiff believes and therefore avers that the fair market value of the subject property is Eighty Thousand (\$80,000.00) Dollars.

WHEREFORE, Petitioner/Plaintiff in accordance with 42 Pa.C.S.A. §8103(a) requests this Honorable Court to fix the fair market value of the subject realty.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kim C. Kesner', written over a horizontal line.

Kim C. Kesner, Esquire  
Attorney for Petitioner/Plaintiff  
Supreme Ct. I.D. #28307

23 North Second Street  
Clearfield, PA 16830  
814-765-1706

COMMONWEALTH OF PENNSYLVANIA :

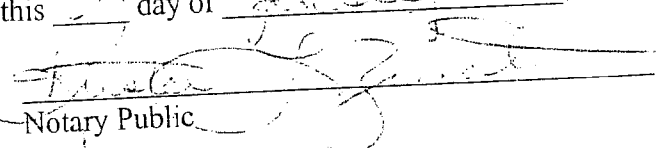
: SS.

COUNTY OF CLEARFIELD

Before me, the undersigned authority personally appeared C. ERIC JOHNSON, who, being duly sworn according to law, deposes and says that he is the Assistant Vice President of Northwest Savings Bank, that he is authorized and empowered to execute this Affidavit, and that the facts and averments set forth in the foregoing Petition are true and correct to the best of his knowledge, information, and belief.

  
C. Eric Johnson

Sworn to and subscribed before me this 27th day of January, 2005.

  
Notary Public

My Commission Expires:



18

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

NORTHWEST SAVINGS BANK,  
Petitioner/Plaintiff

vs.

JOSEPH F. KANE and GRACE J.  
KANE,

Respondents/Defendants

:  
:  
:  
: No.: 03-1298-CD  
:  
:  
:  
:

**RULE RETURNABLE**

AND NOW this 12 day of January, 2005, upon consideration of the foregoing Petition a Rule is hereby issued upon Joseph F. Kane and Grace J. Kane to Show Cause why the prayers of the Petition should not be granted. Rule Returnable by written answer in accordance with Local Rule 206(h) on or before the 11<sup>th</sup> day of February, 2005. Should hearing be required under the provisions of 42 Pa.C.S.A. §8103(c), it shall be held on the 23<sup>rd</sup> day of February, 2005 at 9:00 o'clock A.M. in Courtroom Number 1. Service of the Petition and this Rule shall be in accordance with Pa. R.Civ.P. Rule 440.

**NOTICE**

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

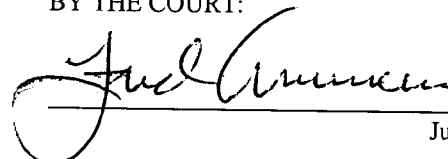
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Second and Market Streets  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

**FILED**

64 01:39 PM 300 toatty  
JAN 12 2005

BY THE COURT:

  
Judge

William A. Shaw  
Prothonotary



CA

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

NORTHWEST SAVINGS BANK,  
Petitioner/Plaintiff

vs.

JOSEPH F. KANE and GRACE J.  
KANE,

Respondents/Defendants

No. 03-1298-CD

Type of Case: Civil

Type of Pleading: Petition to Fix Fair  
Market Value of Real Property Sold

Filed on Behalf of: Petitioner/Plaintiff

Counsel of Record for this Party:

Kim C. Kesner, Esquire  
Supreme Court I.D. #28307  
23 North Second Street  
Clearfield, PA 16830  
(814) 765-1706

Other Counsel of Record:

FILED 3cc  
0/10:48 AM  
JAN 07 2005  
Ang Kesner

William A. Shaw  
Prothonotary Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

NORTHWEST SAVINGS BANK,	:
Petitioner/Plaintiff	:
	:
vs.	: No.: 03-1298-CD
	:
JOSEPH F. KANE and GRACE J.	:
KANE,	:
Respondents/Defendants	:

**PETITION TO FIX FAIR MARKET  
VALUE OF REAL PROPERTY SOLD**

TO: The Honorable Judges of Said Court

NOW COMES Northwest Savings Bank by its counsel, Kim C. Kesner, Esquire, and in accordance with 42 Pa.C.S.A. §8103(a) files this Petition to Fix the Fair Market Value of Real Property Sold and in support hereof avers as follows:

1. Petitioner is Northwest Savings Bank with an office at 1200 South Second Street, Clearfield, Clearfield County, Pennsylvania, 16830, Plaintiff in the above captioned Mortgage Foreclosure Action.

2. Respondents are Joseph F. Kane, last known by Petitioner to reside at 9 Gulich Avenue, Clearfield, Clearfield County, Pennsylvania, 16830 and Grace J. Kane, last known by Petitioner to reside at 303 Elm Avenue, Clearfield County, Pennsylvania, 16830. Respondents are the Defendants in the above captioned action and are the persons liable to the Petitioner for the payment of the debt for which the Judgment described hereinafter was entered.

3. Petitioner/Plaintiff entered default judgment in this action on November 10, 2003 against Respondents/Defendants for Two Hundred Sixteen Thousand Five Hundred Twenty-nine and 94/100 (\$216,529.94) Dollars and for foreclosure and sale of the mortgaged real estate being the subject of this action with an address of 516 Beech Street, Curwensville, Pennsylvania, 16833 to which

Respondents/Defendants took title by Deed recorded at Clearfield County Instrument Number 199911063, ("Subject Realty") more particularly bounded and described as follows:

ALL those two certain lots or parcels of land with improvements thereon, situate in the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

**THE FIRST THEREOF: BEGINNING** at a post at the southeast corner of an intersection of Beech Street and a public alley; thence along the South side of said public alley, North sixty-six (66°) degrees thirty (30') minutes East, one hundred seventy (170) feet to a post; thence South twenty-six (26°) degrees thirty (30') minutes East, one hundred twenty (120) feet to a post; thence South sixty-six (66°) degrees thirty (30') minutes West, one hundred seventy (170) feet to a post on the East side of Beech Street; thence along the East side of Beech Street, North twenty-six (26°) degrees thirty (30') minutes West one hundred twenty (120) feet to a post and place of beginning.

**THE SECOND THEREOF: BEGINNING** at a post located at the southwest corner of lot conveyed to the prior Grantors herein and being one hundred twenty (120) feet from the southeast corner of the intersection of Beech Street; thence South, twenty-six (26°) degrees thirty (30') minutes West, sixty (60) feet to a post; thence North, sixty-six (66°) degrees thirty (30') minutes East, one hundred seventy (170) feet to a post; thence North twenty-six (26°) degrees thirty (30') minutes West, to a post at the southeast corner of the lot conveyed to the prior Grantors; thence along line of said lot, South sixty-six (66°) degrees thirty (30') minutes West, one hundred seventy (170) feet to a post and place of beginning.

4. The Subject Realty was sold by the Sheriff of Clearfield County to Petitioner/Plaintiff on May 7, 2004 for One (\$1.00) Dollar plus costs.

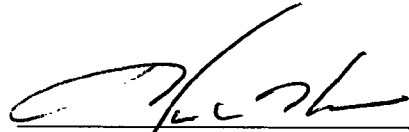
5. The Sheriff delivered his deed on July 27, 2004 on which date it was recorded at Clearfield County Instrument Number 200412108.

6. The Petitioner/Plaintiff resold the Subject Realty on December 7, 2004 to Jason C. and Holly L. Shoff by Deed dated December 6, 2004, recorded at Clearfield County Instrument Number 200419698.

7. Petitioner/Plaintiff believes and therefore avers that the fair market value of the subject property is Eighty Thousand (\$80,000.00) Dollars.

WHEREFORE, Petitioner/Plaintiff in accordance with 42 Pa.C.S.A. §8103(a) requests this Honorable Court to fix the fair market value of the subject realty.

Respectfully submitted,

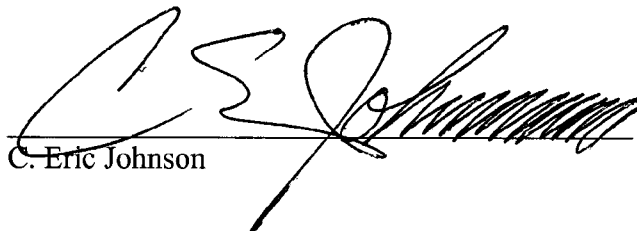
A handwritten signature in black ink, appearing to read 'K. Kesner', is written over a horizontal line.

Kim C. Kesner, Esquire  
Attorney for Petitioner/Plaintiff  
Supreme Ct. I.D. #28307

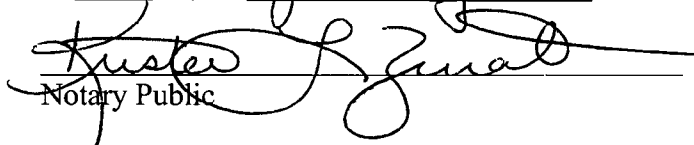
23 North Second Street  
Clearfield, PA 16830  
814-765-1706

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

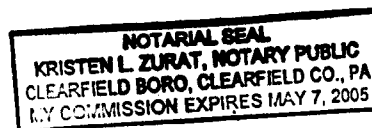
Before me, the undersigned authority personally appeared C. ERIC JOHNSON, who, being duly sworn according to law, deposes and says that he is the ~~Assistant~~ Vice President of Northwest Savings Bank, that he is authorized and empowered to execute this Affidavit, and that the facts and averments set forth in the foregoing Petition are true and correct to the best of his knowledge, information, and belief.

  
C. Eric Johnson

Sworn to and subscribed before me this 5<sup>th</sup> day of January, 2005.

  
Notary Public

My Commission Expires:



ATTORNEY AT LAW

[attykesner@atlanticbbn.net](mailto:attykesner@atlanticbbn.net)

[kzurat@atlanticbbn.net](mailto:kzurat@atlanticbbn.net)

(314) 765-1706

FAX (314) 765-7006

February 18, 2005

**HAND DELIVER**

Honorable Fredric J. Ammerman  
Clearfield County Courthouse  
Clearfield, PA 16830

RE: Northwest Savings Bank vs. Kane  
#03-1298-CD

Dear Judge Ammerman:

I am counsel of record for Northwest Savings Bank in this deficiency judgment action filed under 42 Pa.C.S.A. §8103. I enclose for your reference:

1. Copy of the Petition to Fix the Fair Market Value which I filed on January 7, 2005;
2. Your Rule Returnable dated January 12, 2005, which by authority of 42 Pa.C.S.A. §8103 and Local Rule 206(h) required Joseph F. Kane and Grace J. Kane to file written answers on or before February 11, 2005;
3. Affidavits which have been filed of record confirming that Mr. Kane was filed with the Petition and Rule Returnable on January 24, 2005, and that Mrs. Kane was served on January 21, 2005; and,
4. Copy of 42 Pa.C.S.A. §8103.

A check of the record will confirm that neither have filed written answers. 42 Pa.C.S.A. §8103 provides:

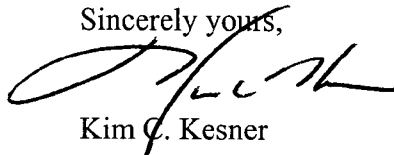
(1) If no answer is filed within the time prescribes by general Rule, or if an answer is which does not controvert the allegation of the fair market value of the property as averred in the petition, the Court shall determine and fix as the fair market value of the property sold the amount thereof alleged in the petition to be the fair market value. (*Emphasis added*)

Hon. Fredric J. Ammerman  
February 18, 2005  
Page 2 of 2

Therefore, as a matter of law, no answers having been filed, the hearing provisionally scheduled by this court on February 23, 2005, is unnecessary. I have enclosed a suggested Order for your consideration and Order.

Kindly advise if you would require anything further from me in these connections. I would be happy to appear before you to address any concerns you may have. Thank you for your time and consideration.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Kim C. Kesner", written over the typed name.

Kim C. Kesner

KCK/ams

Enclosures

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL ACTION - LAW

NORTHWEST SAVINGS BANK,  
Petitioner/Plaintiff

vs.

JOSEPH F. KANE and GRACE J.  
KANE,

Respondents/Defendants

:  
:  
:  
:  
:  
:  
:  
:

No.: 03-1298-CD

**FILED**

09:26 AM rec'd by [signature]  
OK FEB 22 2005

**ORDER**

William A. Shaw  
Prothonotary

NOW this 18<sup>th</sup> day of February, 2005, upon consideration of Northwest Savings Bank's Petition to Fix Fair Market Value of Real Property Sold, no written answers having been filed to this Court's Rule Returnable dated January 12, 2005, by Joseph F. Kane and/or Grace J. Kane, they having been properly served with the Petition and Rule Returnable,

IT IS HEREBY ORDERED AND DECREED, in accordance with 42 Pa.C.S.A. §8103, that the fair market value of the subject property is \$80,000.00, the subject property being more fully bounded and described as follows:

The real estate being the subject of this action with an address of 516 Beech Street, Curwensville, Pennsylvania, 16833 to which Respondents/Defendants took title by Deed recorded at Clearfield County Instrument Number 199911063, more particularly bounded and described as follows:

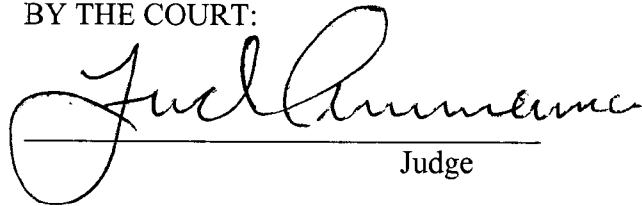
ALL those two certain lots or parcels of land with improvements thereon, situate in the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:



**THE FIRST THEREOF: BEGINNING** at a post at the southeast corner of an intersection of Beech Street and a public alley; thence along the South side of said public alley, North sixty-six (66°) degrees thirty (30') minutes East, one hundred seventy (170) feet to a post; thence South twenty-six (26°) degrees thirty (30') minutes East, one hundred twenty (120) feet to a post; thence South sixty-six (66°) degrees thirty (30') minutes West, one hundred seventy (170) feet to a post on the East side of Beech Street; thence along the East side of Beech Street, North twenty-six (26°) degrees thirty (30') minutes West one hundred twenty (120) feet to a post and place of beginning.

**THE SECOND THEREOF: BEGINNING** at a post located at the southwest corner of lot conveyed to the prior Grantors herein and being one hundred twenty (120) feet from the southeast corner of the intersection of Beech Street; thence South, twenty-six (26°) degrees thirty (30') minutes West, sixty (60) feet to a post; thence North, sixty-six (66°) degrees thirty (30') minutes East, one hundred seventy (170) feet to a post; thence North twenty-six (26°) degrees thirty (30') minutes West, to a post at the southeast corner of the lot conveyed to the prior Grantors; thence along line of said lot, South sixty-six (66°) degrees thirty (30') minutes West, one hundred seventy (170) feet to a post and place of beginning.

BY THE COURT:

  
Judge

# AFFIDAVIT OF PROCESS SERVER

(NAME OF COURT)

Northwest Savings Bank

PLAINTIFF/PETITIONER

vs Joseph F. Kne & Grace J. Kne 03-1298-61

DEFENDANT/RESPONDENT

CASE #

I declare that I am a citizen of the United States, over the age of eighteen and not a party to this action. And that within the boundaries of the state where service was effected, I was authorized by law to perform said service.

Service: I served Grace J. Kne

with the (documents)

by serving Laurie Kne

NAME

Daughter-in-Law

RELATIONSHIP

at ☒ Home 312 Race St Clemfield Pa 16830

☐ Business

1-21-05

4:20 PM

Thereafter copies of the documents were mailed by prepaid, first class mail on

JAN 31 2005

from

CITY

STATE

DATE

Manner of Service: ☐ By personally delivering copies to the person/authorized agent of entity being served.

☐ By leaving, during office hours, copies at the office of the person/entity being served, leaving same with the person apparently in charge thereof.

☒ By leaving copies at the dwelling house or usual place of abode of the person being served with a member of the household 18 or older and explaining the general nature of the papers.

☐ By posting copies in a conspicuous manner to the address of the person/entity being served.

**Non-Service:** After due search, careful inquiry and diligent attempts at the address(es) listed above, I have been unable to effect process upon the person/entity being served because of the following reason(s).

☐ Unknown at Address

☐ Evading

☐ Moved, Left no Forwarding

☐ Other

☐ Address Does Not Exist

☐ Service Cancelled by Litigant

☐ Unable to Service in a Timely Fashion

Service Attempts:

Service was attempted on (1) 1-17-05 3:45 PM

(2) 1-19-05

2:00 PM

( ) DATE TIME

( ) DATE TIME

( ) DATE TIME

Description:

Age 20

Sex F

Race Wh

Hgt. 5-4

Wgt. 120

Hair Brown

Glasses N

I declare under penalty of perjury that the information contained herein is true and correct and this affidavit was executed on

1-26-05

at Clemfield PA

CITY

STATE

State of PA

County of Columbia

Sworn to and subscribed before me this 26

day of January, 2005

SIGNATURE OF PROCESS SERVER

NOTARY PUBLIC

# AFFIDAVIT OF PROCESS SERVER

(NAME OF COURT)

Northwest Savings Bank  
PLAINTIFF/PETITIONER

vs. Joseph F. Kane Grace J Kane 03-1298-01  
DEFENDANT/RESPONDENT CASE #

I declare that I am a citizen of the United States, over the age of eighteen and not a party to this action. And that within the boundaries of the state where service was effected, I was authorized by law to perform said service.

Service: I served Joseph F. Kane

with the (documents)

by serving Joseph F. Kane  
NAME RELATIONSHIP

at ☒ Home 9 Gulich Ave Clearfield Pa 16830

☐ Business

on Monday Jan. 24, 2005 at 4:20 PM JAN 31 2005

Thereafter copies of the documents were mailed by prepaid, first class mail on \_\_\_\_\_  
from \_\_\_\_\_ CITY STATE DATE

- Manner of Service: ☒ By personally delivering copies to the person/authorized agent of entity being served.
- ☐ By leaving, during office hours, copies at the office of the person/entity being served, leaving same with the person apparently in charge thereof.
- ☐ By leaving copies at the dwelling house or usual place of abode of the person being served with a member of the household 18 or older and explaining the general nature of the papers.
- ☐ By posting copies in a conspicuous manner to the address of the person/entity being served.

Non-Service: After due search, careful inquiry and diligent attempts at the address(es) listed above, I have been unable to effect process upon the person/entity being served because of the following reason(s).

- ☐ Unknown at Address ☐ Evading ☐ Moved, Left no Forwarding ☐ Other
- ☐ Address Does Not Exist ☐ Service Cancelled by Litigant ☐ Unable to Service in a Timely Fashion

Service Attempts: Service was attempted on ( 1 ) 1-17-05 2:00 PM ( 2 ) 1-21-05 4:30 PM  
( ) DATE TIME ( ) DATE TIME ( ) DATE TIME

Description: Age 50's Sex M Race Wh Hgt. 5'10" Wgt. 180 Hair Gray Glasses ☒

I declare under penalty of perjury that the information contained herein is true and correct and this affidavit was executed on 1-26-05  
at CLEARFIELD PA  
CITY STATE

State of PA  
County of CLEARFIELD

Sworn to and subscribed before me this 26  
day of January, 2005

RICHARD A. IRELAND  
District Justice, State of Pennsylvania  
No. 46-3-02, Clearfield County  
Term Expires 12/31/2006

[Signature]  
SIGNATURE OF PROCESS SERVER

[Signature]  
NOTARY PUBLIC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

NORTHWEST SAVINGS BANK,  
Petitioner/Plaintiff  
vs.  
JOSEPH F. KANE and GRACE J.  
KANE,  
Respondents/Defendants  
No.: 03-1298-CD

**RULE RETURNABLE**

AND NOW this 12 day of January, 2005, upon consideration of the foregoing Petition a Rule is hereby issued upon Joseph F. Kane and Grace J. Kane to Show Cause why the prayers of the Petition should not be granted. Rule Returnable by written answer in accordance with Local Rule 206(h) on or before the 11<sup>th</sup> day of February, 2005. Should hearing be required under the provisions of 42 Pa.C.S.A. §8103(c), it shall be held on the 23<sup>rd</sup> day of February, 2005 at 9:00 o'clock A.M. in Courtroom Number 1. Service of the Petition and this Rule shall be in accordance with Pa. R.Civ.P. Rule 440.

**NOTICE**

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE 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.

I hereby certify this to be a true  
and attest to the truth of the original  
statement in this case.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Second and Market Streets  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

JAN 12 2005

BY THE COURT:

Attest.

*[Signature]*  
Court of Courts

/s/ Fredric J. Ammerman

Judge

NORTHWEST SAVINGS BANK,  
Petitioner/Plaintiff

JOSEPH F. KANE and GRACE J.  
KANE,

Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

NORTHWEST SAVINGS BANK,	:
Petitioner/Plaintiff	:
	:
vs.	: No.: 03-1298-CD
	:
JOSEPH F. KANE and GRACE J.	:
KANE,	:
Respondents/Defendants	:

**PETITION TO FIX FAIR MARKET**  
**VALUE OF REAL PROPERTY SOLD**

TO: The Honorable Judges of Said Court

NOW COMES Northwest Savings Bank by its counsel, Kim C. Kesner, Esquire, and in accordance with 42 Pa.C.S.A. §8103(a) files this Petition to Fix the Fair Market Value of Real Property Sold and in support hereof avers as follows:

1. Petitioner is Northwest Savings Bank with an office at 1200 South Second Street, Clearfield, Clearfield County, Pennsylvania, 16830, Plaintiff in the above captioned Mortgage Foreclosure Action.

2. Respondents are Joseph F. Kane, last known by Petitioner to reside at 9 Gulich Avenue, Clearfield, Clearfield County, Pennsylvania, 16830 and Grace J. Kane, last known by Petitioner to reside at 303 Elm Avenue, Clearfield County, Pennsylvania, 16830. Respondents are the Defendants in the above captioned action and are the persons liable to the Petitioner for the payment of the debt for which the Judgment described hereinafter was entered.

3. Petitioner/Plaintiff entered default judgment in this action on November 10, 2003 against Respondents/Defendants for Two Hundred Sixteen Thousand Five Hundred Twenty-nine and 94/100 (\$216,529.94) Dollars and for foreclosure and sale of the mortgaged real estate being the subject of this action with an address of 516 Beech Street, Curwensville, Pennsylvania, 16833 to which

Respondents/Defendants took title by Deed recorded at Clearfield County Instrument Number 199911063, ("Subject Realty") more particularly bounded and described as follows:

ALL those two certain lots or parcels of land with improvements thereon, situate in the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

**THE FIRST THEREOF: BEGINNING** at a post at the southeast corner of an intersection of Beech Street and a public alley; thence along the South side of said public alley, North sixty-six (66°) degrees thirty (30') minutes East, one hundred seventy (170) feet to a post; thence South twenty-six (26°) degrees thirty (30') minutes East, one hundred twenty (120) feet to a post; thence South sixty-six (66°) degrees thirty (30') minutes West, one hundred seventy (170) feet to a post on the East side of Beech Street; thence along the East side of Beech Street, North twenty-six (26°) degrees thirty (30') minutes West one hundred twenty (120) feet to a post and place of beginning.

**THE SECOND THEREOF: BEGINNING** at a post located at the southwest corner of lot conveyed to the prior Grantors herein and being one hundred twenty (120) feet from the southeast corner of the intersection of Beech Street; thence South, twenty-six (26°) degrees thirty (30') minutes West, sixty (60) feet to a post; thence North, sixty-six (66°) degrees thirty (30') minutes East, one hundred seventy (170) feet to a post; thence North twenty-six (26°) degrees thirty (30') minutes West, to a post at the southeast corner of the lot conveyed to the prior Grantors; thence along line of said lot, South sixty-six (66°) degrees thirty (30') minutes West, one hundred seventy (170) feet to a post and place of beginning.

4. The Subject Realty was sold by the Sheriff of Clearfield County to Petitioner/Plaintiff on May 7, 2004 for One (\$1.00) Dollar plus costs.

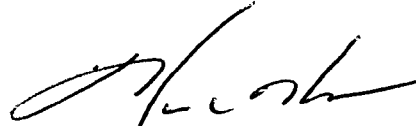
5. The Sheriff delivered his deed on July 27, 2004 on which date it was recorded at Clearfield County Instrument Number 200412108.

6. The Petitioner/Plaintiff resold the Subject Realty on December 7, 2004 to Jason C. and Holly L. Shoff by Deed dated December 6, 2004, recorded at Clearfield County Instrument Number 200419698.

7. Petitioner/Plaintiff believes and therefore avers that the fair market value of the subject property is Eighty Thousand (\$80,000.00) Dollars.

WHEREFORE, Petitioner/Plaintiff in accordance with 42 Pa.C.S.A. §8103(a) requests this Honorable Court to fix the fair market value of the subject realty.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kim C. Kesner', written over a horizontal line.

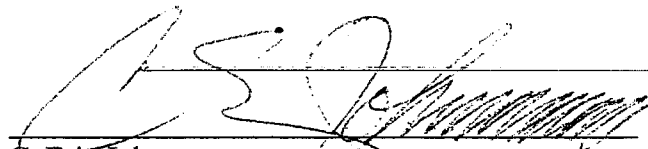
Kim C. Kesner, Esquire  
Attorney for Petitioner/Plaintiff  
Supreme Ct. I.D. #28307

23 North Second Street  
Clearfield, PA 16830  
814-765-1706

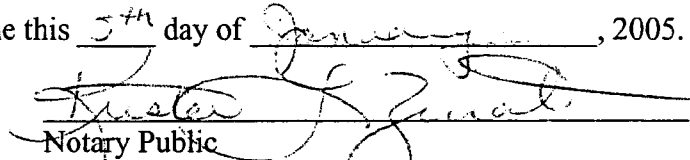


COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

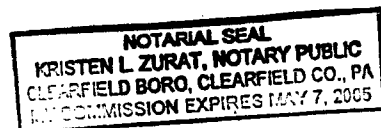
Before me, the undersigned authority personally appeared C. ERIC JOHNSON, who, being duly sworn according to law, deposes and says that he is the ~~Assistant~~ Vice President of Northwest Savings Bank, that he is authorized and empowered to execute this Affidavit, and that the facts and averments set forth in the foregoing Petition are true and correct to the best of his knowledge, information, and belief.

  
C. Eric Johnson

Sworn to and subscribed before me this 5<sup>th</sup> day of January, 2005.

  
Notary Public

My Commission Expires:



## PROCEDURE

Practice 2d, Ch. 67,

Practice 2d, Ch. 65,

at the rate of 18% such final [payment] and the parties intended was higher than the both prejudgment and calculations. Pittsburgh A.2d 572, Super.2003.

was entitled to pre-matter of right on withheld that were due for corporate taxes price based on actual from the time that Widmer Engineering, 99, Super.2003, reargued 39(2.30)

to begin prejudgment amount merit fee award defendant first collected on awarded for him was not Knoll v. Paul, C.A.3 96, 2002 WL 31689535, 39(2.20)

rued from date of distribution consent order was not for a specific amount of equitable distribution by computation based distribution ratio. Osial Super.2002. Interest

Healthcare Services Mal-liable for post-judgment insureds in a medical claim that the terms of claim being liable for post-judgment v. Medical Protection F.Supp.2d 821. Insur-

it began to run from date favor of insureds, rather than the award was final. Mut. Ins. Co., 839 A.2d 39(3)

## JUDICIARY & JUDICIAL PROCEDURE

42 Pa.C.S.A. § 8103

### § 8102. Contribution among joint judgment debtors

#### Research References

##### Treatises and Practice Aids

Goodrich-Amram 2d § 3124:1, Order of Sale, Generally.  
Standard Pennsylvania Practice 2d § 72:14, Regulation of Rights of The Parties To Judgment.  
Standard Pennsylvania Practice 2d § 72:19, Judgments Against Several or Joint Defendants.

Standard Pennsylvania Practice 2d § 72:24, Selection of Order of Levy or Attachment.  
Standard Pennsylvania Practice 2d § 75:13, Order of Offering Property For Sale.  
Standard Pennsylvania Practice 2d, Ch. 72, Div. III References.  
Standard Pennsylvania Practice 2d, Ch. 72, Div. V A References.  
Standard Pennsylvania Practice 2d, Ch. 75, Div. I B References.

### § 8103. Deficiency judgments

(a) **General rule.**—Whenever any real property is sold, directly or indirectly, to the judgment creditor in execution proceedings and the price for which such property has been sold is not sufficient to satisfy the amount of the judgment, interest and costs and the judgment creditor seeks to collect the balance due on said judgment, interest and costs, the judgment creditor shall petition the court to fix the fair market value of the real property sold. The petition shall be filed as a supplementary proceeding in the matter in which the judgment was entered.

(b) **Effect of failure to give notice.**—Any debtor, obligor, guarantor, mortgagor, and any other person directly or indirectly liable to the judgment creditor for the payment of the debt, and any owner of the property affected thereby, who is neither named in the petition nor served with a copy thereof or notice of the filing thereof as prescribed by general rule, shall be deemed to be discharged from all personal liability to the judgment creditor on the debt, interest and costs, but any such failure to name such person in the petition or to serve the petition or notice of the filing thereof shall not prevent proceedings against any respondent named and served.

#### (c) Action on petition.—

(1) If no answer is filed within the time prescribed by general rule, or if an answer is filed which does not controvert the allegation of the fair market value of the property as averred in the petition, the court shall determine and fix as the fair market value of the property sold the amount thereof alleged in the petition to be the fair market value.

(2) If an answer is filed controverting the averment in the petition as to the fair market value of the property, but no testimony is produced at the hearing supporting such denial of the fair market value, the court shall determine and fix as the fair market value of the property sold the amount thereof alleged in the petition to be the fair market value.

(3) If an answer is filed alleging as the fair market value an amount in excess of the fair market value of the property as averred in the petition, the judgment creditor may agree to accept as the fair market value of the property the value set up in the answer and in such case may file a stipulation releasing the debtors, obligors and guarantors, and any other persons liable directly or indirectly for the debt, and the owners of the property affected thereby, from personal liability to the judgment creditor to the extent of the fair market value as averred in the answer, less the amount of any prior liens, costs, taxes and municipal claims not discharged by the sale, and also less the amount of any such items paid at distribution on the sale.

(4) If an answer is filed and testimony produced setting forth that the fair market value of the property is more than the value stated in the petition, the court shall hear evidence of and determine and fix the fair market value of the property sold.

(5) After the hearing, if any, and the determination by the court under paragraph (1), (2) or (4) of the fair market value of the property sold, then, except as otherwise provided in subsection (f), the debtor, obligor, guarantor and any other person liable directly or indirectly to the judgment creditor for the payment of the debt shall be released and discharged of such liability to the judgment creditor to the extent of the fair market value of said property determined by the court, less the amount of all prior liens, costs, taxes and municipal claims not discharged by the sale, and also less the amount of any such items paid at the distribution on the sale, and shall also be

released and discharged of such liability to the extent of any amount by which the sale price, less such prior liens, costs, taxes and municipal claims, exceeds the fair market value as agreed to by the judgment creditor or fixed and determined by the court as provided in this subsection, and thereupon the judgment creditor may proceed by appropriate proceedings to collect the balance of the debt.

**(d) Action in absence of petition.**—If the judgment creditor shall fail to present a petition to fix the fair market value of the real property sold within the time after the sale of such real property provided by section 5522 (relating to six months limitation), the debtor, obligor, guarantor or any other person liable directly or indirectly to the judgment creditor for the payment of the debt, or any person interested in any real estate which would, except for the provisions of this section, be bound by the judgment, may file a petition, as a supplementary proceeding in the matter in which the judgment was entered, in the court having jurisdiction, setting forth the fact of the sale, and that no petition has been filed within the time limited by section 5522 to fix the fair market value of the property sold, whereupon the court, after notice as prescribed by general rule, and being satisfied of such facts, shall direct the clerk to mark the judgment satisfied, released and discharged.

**(e) Waiver of benefit of section prohibited.**—Any agreement made by any debtor, obligor, surety or guarantor at any time, either before or after or at the time of incurring any obligation, to waive the benefits of this section or to release any obligee from compliance with the provisions hereof shall be void.

**(f) Certain special allocations.**—Notwithstanding the provisions of subsection (c)(5), if the judgment creditor is a nonconsumer judgment creditor and:

(1) if the judgment has been entered with respect to a partial recourse obligation, the fair market value of the property, determined as provided in subsection (c) will be applied first to discharge, as provided in subsection (c)(5), all liability for the nonrecourse portion of the obligation before any portion of such value is applied to discharge any liability for the recourse portion of the obligation; and

(2) if the judgment has been entered with respect to an obligation of which only a portion is guaranteed, the fair market value of the property determined as provided in subsection (c) will be applied first to discharge, as provided in subsection (c), all liability for the portion of the obligation which is not guaranteed before any portion of such value is applied to discharge any liability for the portion of such obligation which is guaranteed.

**(g) Definitions.**—As used in this section, the following words and phrases shall have the meanings given to them in this subsection:

**"Consumer credit transaction."** A credit transaction in which the party to whom credit is offered or extended is a natural person and the money, property or services which are the subject of the transaction are primarily for personal, family or household purposes.

**"Judgment."** The judgment which was enforced by the execution proceedings referred to in subsection (a), whether that judgment is a judgment in personam such as a judgment requiring the payment of money or a judgment de terris or in rem such as a judgment entered in an action of mortgage foreclosure or a judgment entered in an action or proceeding upon a mechanic's lien, a municipal claim, a tax lien or a charge on land.

**"Judgment creditor."** The holder of the judgment which was enforced by the execution proceedings.

**"Nonconsumer judgment creditor."** Any judgment creditor except a judgment creditor whose judgment was entered with respect to a consumer credit transaction.

**"Nonrecourse portion of the obligation."** The portion as to which the judgment creditor's recourse is limited to the mortgaged property or other specified assets of the debtor which are less than all of such assets.

**"Partial recourse obligation."** An obligation which includes both a nonrecourse portion and a recourse portion.

**"Recourse portion of portion thereof."**

1976, July 9, P.L. 586, N. P.L. 1082, No. 144, § 1, in

#### 1998 Legislation

Act 1998-144, in subsec. (g) tence following "petition to fix the fair market value"; rewrote (c)(4) and designated the form as subsec. (c)(5); in subsec. (c) "statute after the effective date of this act" read: "statute after the effective date of this act" read:

"(2) If an answer is filed in the petition as value of the property, but produced at the hearing upon the fair market value, the mine and fix as the fair market value the amount thereon to be the fair market value upon enter a decree directing the creditor to file release of the guarantors or any other person indirectly liable for the debt the fair value so fixed, which may be issued for the balance of the debt."

"(4) If an answer shall be produced setting forth the value of the property is not stated in the petition, the court shall fix the fair market value which shall in no event exceed the value of the property as fixed by the court."

#### Forms

3 West's Pennsylvania Forms For Deficiency Judgment.  
10 West's Pennsylvania Forms For Deficiency Judgment Act.  
10 West's Pennsylvania Forms For Deficiency Judgment Act.

#### Treatises and Practice Aids

Goodrich-Amram 2d § 3133: Lien Creditor Purchaser's Legal Costs.  
Goodrich-Amram 2d § 3276:1 Goodrich-Amram 2d § 3276 Application.  
Goodrich-Amram 2d § 3277:1 Goodrich-Amram 2d § 3290: Default Judgment or Admission.  
Goodrich-Amram 2d Rule 327 planatory Comment.  
Goodrich-Amram 2d Rule 327 planatory Comment.  
Goodrich-Amram 2d Rule 329 planatory Comment.  
Goodrich-Amram 2d § 310. Commentary: Debts As Incurred To Create A Debt.  
Goodrich-Amram 2d § 3282(A) Petition by Judgment Creditor.  
Goodrich-Amram 2d § 3286(A)

which the sale  
the fair market  
by the court as  
ay proceed by

**"Recourse portion of the obligation."** All of the obligation except the nonrecourse portion thereof.  
1976, July 9, P.L. 586, No. 142, § 2, effective June 27, 1978. Amended 1998, Dec. 21, P.L. 1082, No. 144, § 1, imd. effective.

il to present a  
time after the  
this limitation),  
directly to the  
ed in any real  
the judgment,  
the judgment  
sale, and that  
he fair market  
ed by general  
the judgment

oy any debtor,  
t the time of  
se any obligee

section (c)(5),

se obligation,  
ion (c) will be  
ility for the  
is applied to

which only a  
is provided in  
ection (c), all  
my portion of  
igation which

ses shall have

erty to whom  
y or services  
or household

proceedings  
nam such as  
am such as a  
ntered in an  
a charge on

reed by the

a judgment  
transaction.

ie judgment  
assets of the

nonrecourse

## Historical and Statutory Notes

### 1998 Legislation

Act 1998-144, in subsec. (a), in the first sentence following "petition the court", deleted "having jurisdiction"; rewrote subsecs. (c)(2) and (c)(4) and designated the former second sentence as subsec. (c)(5); in subsec. (d), substituted "section 5522" for "statute after the sale"; and added subsecs. (f) and (g). Prior to amendment, subsecs. (c)(2) and (c)(4) read:

"(2) If an answer is filed controverting the averment in the petition as to the fair market value of the property, but no testimony is produced at the hearing supporting such denial of the fair market value, the court shall determine and fix as the fair market value of the property the amount thereof alleged in the petition to be the fair market value, and thereupon enter a decree directing the judgment creditor to file release of the debtors, obligors, guarantors or any other persons directly or indirectly liable for the debts, to the extent of the fair value so fixed, whereupon execution may be issued for the balance of the debt."

"(4) If an answer shall be filed and testimony produced setting forth that the fair market value of the property is more than the value stated in the petition, the court shall determine and fix the fair market value of the property, which shall in no event exceed the amount of

the debt, interest, costs, taxes and municipal claims.

"After the hearing and the determination by the court of the fair market value of the property sold, the debtor, obligor, guarantor and any other person liable directly or indirectly to the judgment creditor for the payment of the debt shall be released and discharged of such liability to the judgment creditor to the extent of the fair market value of said property as previously agreed to by the judgment creditor or determined by the court, less the amount of all prior liens, costs, taxes and municipal claims not discharged by the sale, and also less the amount of any such items paid at the distribution on the sale, and shall also be released and discharged of such liability to the extent of any amount by which the sale price, less such prior liens, costs, taxes and municipal claims, exceeds the fair market value as agreed to by the judgment creditor or fixed and determined by the court as provided in this subsection, and thereupon the judgment creditor may proceed by appropriate proceedings to collect the balance of the debt."

Section 2 of Act 1998-144 provides that this act shall apply to all actions and proceedings pending on the effective date of that act.

## Research References

### Forms

- 3 West's Pennsylvania Forms § 66.52, Petition For Deficiency Judgment.
- 10 West's Pennsylvania Forms § 15.37, Deficiency Judgment Act.
- 10 West's Pennsylvania Forms § 15.38, Petition To Fix Fair Market Value Of Real Estate.

### Treatises and Practice Aids

- Goodrich-Amram 2d § 3133:8, Obligation of Lien Creditor Purchaser For Payment of Legal Costs.
- Goodrich-Amram 2d § 3276:1, Generally.
- Goodrich-Amram 2d § 3276:2, Purpose and Application.
- Goodrich-Amram 2d § 3277:1, Definitions.
- Goodrich-Amram 2d § 3290:1, Order Upon Default Judgment or Admission.
- Goodrich-Amram 2d Rule 3276, Goodrich Explanatory Comment.
- Goodrich-Amram 2d Rule 3277, Goodrich Explanatory Comment.
- Goodrich-Amram 2d Rule 3291, Goodrich Explanatory Comment.
- Goodrich-Amram 2d § 3101(B):7, Amram Commentary: Debts As Including Options To Create A Debt.
- Goodrich-Amram 2d § 3282(A):1, Contents of Petition by Judgment Creditor.
- Goodrich-Amram 2d § 3286(A):1, Order.

- Goodrich-Amram 2d § 3288(A):1, Petition by Debtor, Obligor, Guarantor or Other Person Liable To Judgment Creditor.
- Standard Pennsylvania Practice 2d § 78:1, Generally.
- Standard Pennsylvania Practice 2d § 78:31, Generally.
- Standard Pennsylvania Practice 2d § 78:32, Procedure.
- Standard Pennsylvania Practice 2d § 78:33, Application of Act.
- Standard Pennsylvania Practice 2d § 78:45, Clerks of Court.
- Standard Pennsylvania Practice 2d § 78:46, Generally.
- Standard Pennsylvania Practice 2d § 78:47, Persons or Parties Entitled To Entry of Satisfaction.
- Standard Pennsylvania Practice 2d § 13:173, Petition To Establish Deficiency Judgment.
- Standard Pennsylvania Practice 2d § 71:251, Failure To Comply With Statutory Provisions.
- Standard Pennsylvania Practice 2d § 75:146, Generally.
- Standard Pennsylvania Practice 2d § 75:147, Action On Petition To Fix Fair Market Value.
- Standard Pennsylvania Practice 2d § 75:149, Evidence of Fair Market Value.