

03-1437-CD
DEPOSIT BANK vs. JOHN D. DUTTRY, et al.

RECORDATION REQUESTED BY:

Deposit Bank
2 East Long Avenue
PO Box 607A
DuBois, PA 15801

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

VOL 1891 PAGE 55

WHEN RECORDED MAIL TO:

Deposit Bank
2 East Long Avenue
PO Box 607A
DuBois, PA 15801



Karen L. Starck

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 1:11pm 12-1-97
BY David Hopkins
FEES 15.50

Karen L. Starck, Recorder

SEND TAX NOTICES TO:

JOHN D DUTTRY and MARY JO DUTTRY
PO BOX 736
DUBOIS, PA 15801

Karen L. Starck
Recorder of Deeds

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS between JOHN D DUTTRY and MARY JO DUTTRY, whose address is PO BOX 736, DUBOIS, PA 15801 (referred to below as "Grantor"); and Deposit Bank, whose address is 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 (referred to below as "Lender").

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

The Real Property or its address is commonly known as SECTION 15 LOT 49 & 50 TREASURE LAKE, DUBOIS, PA 15801.

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

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

Grantor. The word "Grantor" means JOHN D DUTTRY and MARY JO DUTTRY. The Grantor is the mortgagor under this Mortgage.

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

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

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

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

Note. The word "Note" means the promissory note or credit agreement dated November 26, 1997, in the original principal amount of \$62,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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

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

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

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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

Possession and Use. Until in default or until Lender exercises its right to collect Rents as provided for in the Assignment of Rents form executed by Grantor in connection with the Property, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

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

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by

Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

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

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

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

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

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

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

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

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance

policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sale or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's Note or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or the Related Documents is false or misleading in any material respect, either now or at the time made or

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

Death or Insolvency. The death of Grantor or the dissolution or termination of Grantor's estate, the appointment of a receiver for any part of Grantor's property, any assignment of Grantor's interest in the Property, or the commencement of any proceeding under any bankruptcy or insolvency law.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or any other method, by any creditor of Grantor or by

Aplicable Law, this Mortgage shall be governed by and construed in accordance with the laws of the State of _____, _____.

in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

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

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

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith deems itself insecure.

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

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

Accelerate Indebtedness. Subject to applicable law, Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable.

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

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

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

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

Possession of the Property. For the purpose of procuring possession of the Property, Grantor hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for Lender and all persons claiming under or through Lender, to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the Property and to appear for and confess judgment against Grantor, and against all persons claiming under or through Grantor, for the recovery by Lender of possession of the Property, without any stay of execution, for which this Mortgage, or a copy of this Mortgage verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever.

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

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

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

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

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

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

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

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

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

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

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

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. This Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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

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

Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

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

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

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

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

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

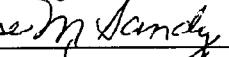
THIS MORTGAGE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

GRANTOR:

 (SEAL)
JOHN D DUTTRY

 (SEAL)
MARY JO DUTTRY

Signed, acknowledged and delivered in the presence of:


Witness
 
Witness

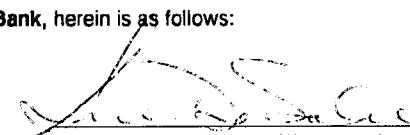
Signed, acknowledged and delivered in the presence of:

Witness
 Witness

CERTIFICATE OF RESIDENCE

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

2 East Long Avenue, PO Box 607A, DuBois, PA 15801


Attorney or Agent for Mortgagee

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania)
) SS
COUNTY OF Clearfield)

On this, the 25th day of November, 1997, before me David J. Hopkins, the undersigned Notary Public, personally appeared JOHN D DUTTRY and MARY JO DUTTRY, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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


Notary Public in and for the State of Pennsylvania

Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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

DUE ON SALE – CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

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

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

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

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

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

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

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

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Call	Collateral	Account	Officer	Initials
\$62,000.00	11-26-1997	12-01-2012					CLJ	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: JOHN D DUTTRY (SSN: 197-28-9933)
MARY JO DUTTRY (SSN: 182-44-2383)
PO BOX 736
DUBOIS, PA 15801

Lender: Deposit Bank
Main Branch
2 East Long Avenue
PO Box 607A
DuBois, PA 15801

Principal Amount: \$62,000.00 **Initial Rate:** 9.250% **Date of Note:** November 26, 1997

PROMISE TO PAY. JOHN D DUTTRY and MARY JO DUTTRY ("Borrower") promise to pay to Deposit Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Sixty Two Thousand & 00/100 Dollars (\$62,000.00), together with interest on the unpaid principal balance from November 26, 1997, until paid in full. The interest rate will not increase above 16.250%.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in 180 payments of \$638.10 each payment. Borrower's first payment is due January 1, 1998, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on December 1, 2012, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Interest on this Note is computed on a 30/360 simple interest basis; that is, with the exception of odd days in the first payment period, monthly interest is calculated by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by a month of 30 days. Interest for the odd days is calculated on the basis of the actual days to the next full month and a 360-day year. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the highest Prime Rate quoted in the Midwest Edition of the Wall Street Journal (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each year. The Index currently is 8.500% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 0.750 percentage points over the Index, adjusted if necessary for the minimum and maximum rate limitations described below, resulting in an initial rate of 9.250% per annum. Notwithstanding any other provision of this Note, the variable interest rate or rates provided for in this Note will be subject to the following minimum and maximum rates. **NOTICE:** Under no circumstances will the interest rate on this Note be less than 8.850% per annum or more than the lesser of 16.250% per annum or the maximum rate allowed by applicable law. Notwithstanding the above provisions, the maximum increase or decrease in the interest rate at any one time on this loan will not exceed 1.000 percentage points. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (a) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (b) increase Borrower's payments to cover accruing interest, (c) increase the number of Borrower's payments, and (d) continue Borrower's payments at the same amount and increase Borrower's final payment.

PREPAYMENT PENALTY. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: **THE UNDERSIGNED SHALL HAVE THE RIGHT TO PREPAY THE PRINCIPAL OF THE LOAN IN FULL AT ANY TIME UPON PAYMENT OF THE SUM OF 1% OF THE OUTSTANDING PRINCIPAL IN ADDITION TO ALL OTHER SUMS THEN DUE AND OWING ON THE LOAN.** Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in Borrower making fewer payments.

DEFAULT. Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the Related Documents. (d) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished. (e) Borrower dies or becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (f) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender. (g) Any of the events described in this default section occurs with respect to any guarantor of this Note. (h) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired. (i) Lender in good faith deems itself insecure.

If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered. **This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, the Commonwealth of Pennsylvania. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.**

RIGHT OF SETOFF. Borrower grants to Lender a contractual possessory security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all Borrower's right, title and interest in and to, Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

COLLATERAL. This Note is secured by a Mortgage and an Assignment of All Rents to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

LATE CHARGE. A late charge will be assessed in the amount of 6.00% of the total payment amount, not to exceed \$250.00 nor be less than \$25.00, for any regular payment or portion thereof, that remains unpaid for more than fifteen (15) days beyond the payment due date.

LIMITATION OF ACTION. If the Borrower has any cause of action against the Lender, now or in the future, arising out of the Related Documents and the transactions contemplated by the Related Documents, whether in contract or tort or otherwise, the Borrower must assert the claim within one year of the occurrence of the event which gives rise to a cause of action. If the Borrower does not assert the claim within one year of the occurrence of a cause of action, the Borrower will be barred from asserting the claim. Borrower and Lender agree that the one year time period is reasonable and sufficient for the Borrower to investigate and act upon the claim and that the provision shall survive any termination of the Agreement.

C. An exhibit, titled "C," is attached to this Note and by this reference is made a part of this Note just as if all the provisions, terms and conditions of Exhibit had been fully set forth in this Note.

Date: June 6, 2003

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

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

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

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

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

* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Mary Jo Duttry

PROPERTY ADDRESS: Section 15 Lot 49 & 50, Treasure Lake, Dubois PA 15801

LOAN ACCT. NO.: 001-0107319

ORIGINAL LENDER: Deposit Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: Section 15 Lot 49 & 50, Treasure Lake, Dubois PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: January 2002 through June 2003 totaling \$10,812.91

Other charges (explain/itemize): Late fees of \$1,680.74

TOTAL AMOUNT PAST DUE: \$12,493.65

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

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$12,493.65, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

FIRST COMMONWEALTH BANK

PO BOX 400, FCP-LOWER LEVEL

INDIANA PA 15701

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

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

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

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

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

you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE-- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately one (1) month from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Deposit Bank
Address: PO Box 400, Indiana PA 15701
Phone Number: 1-800-221-8605
Fax Number: (724) 463-5665
Contact Person: Teri Pavlosky

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

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

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

CLEARFIELD COUNTY

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

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

**Consumer Credit Counseling Service
of Western Pennsylvania, Inc.**
500-02 3rd Avenue
P.O. Box 278
Duncansville, PA 16635
(814) 696-3546

Date: June 6, 2003

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

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

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

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

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

* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): John D. Duttry

PROPERTY ADDRESS: Section 15 Lot 49 & 50, Treasure Lake, Dubois PA 15801

LOAN ACCT. NO.: 001-0107319

ORIGINAL LENDER: Deposit Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: January 2002 through June 2003 totaling \$10,812.91

Other charges (explain/itemize): Late fees of \$1,680.74

TOTAL AMOUNT PAST DUE: \$12,493.65

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

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FIRST COMMONWEALTH BANK

PO BOX 400, FCP-1 LOWER LEVEL

INDIANA PA 15701

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- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
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- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
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CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

CLEARFIELD COUNTY

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

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

**Consumer Credit Counseling Service
of Western Pennsylvania, Inc.
500-02 3rd Avenue
P.O. Box 278
Duncansville, PA 16635
(814) 696-3546**

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

John Dutton
PO Box 734
Dunwoody GA
30338

COMPLETE THIS SECTION ON DELIVERY

A. Signature X	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)
7002 2410 0002 8779 8243

102595-02-M-1540

Domestic Return Receipt

PS Form 3811, August 2001

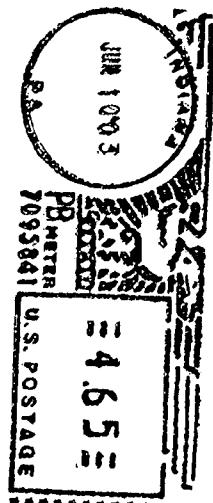
Con
First
Centre
Indian



7002 2410 0002 8779 8243

CERTIFIED MAIL

✓✓



JOHN D DUTTERY

PO BOX 736

DUBOIS PA

15001
 INSUFFICIENT ADDRESS
 ATTEMPTED NOT KNOWN
 NO SUCH NUMBER/ STREET
 NOT DELIVERABLE AS ADDRESSED
 UNABLE TO FORWARD

1530140736 11

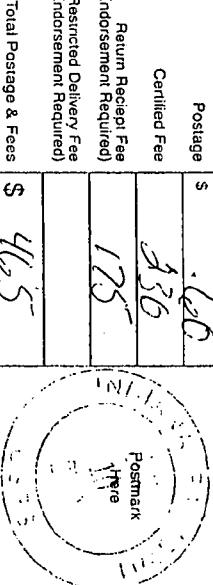
Refused

6-11
M-17
RTS
RETURN TO SENDER

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Attn: James O'Shield FPL	
Postage	\$ 1.60
Certified Fee	\$ 1.36
Return Receipt Fee (Endorsement Required)	\$ 1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.21



Sent To	John DUTTERY
Street, Apt. No.	PO BOX 736
or PO Box No.	
City, State, Zip	DUBOIS PA 15001

PS Form 1800, June 2002

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Mary Jo Duttry
PO Box 736
Dunwoody GA
30338

COMPLETE THIS SECTION ON DELIVERY**A. Signature** Agent Addressee**B. Received by (Printed Name)****C. Date of Delivery**

D. Is delivery address different from item 1?
If YES, enter delivery address below:

Yes
 No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number

(Transfer from service label)

7002 2410 0002 8779 8236

PS Form 3811, August 2001

Domestic Return Receipt

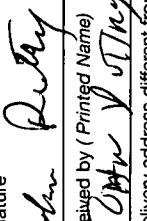
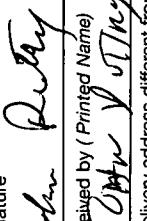
102595-02-M-1540

SENDER: COMPLETE THIS SECTION**COMPLETE THIS SECTION ON DELIVERY**

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

1. Article Addressed to:

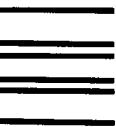
John D. Duttry
P.O. Box 736
DuBois, PA 15801

A. Signature 	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name) 	C. Date of Delivery 5-7-84
D. Is delivery address different from item 1? If YES, enter delivery address below: _____	

3. Service Type	<input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail	<input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee)		
<input type="checkbox"/> Yes		

2. Article Number (Transfer from service label)	7001 1940 0000 7443 3166
Domestic Return Receipt	
102595-01-M-2509	

UNITED STATES POSTAL SERVICE



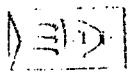
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 1117
DuBois, PA 15801



Duttry



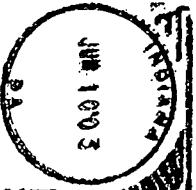
**Firs
Com**

First Cor
Central Offi
Indiana, PA



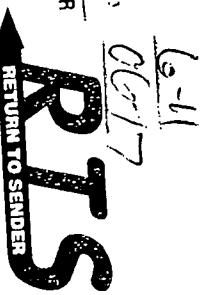
CERTIFIED MAIL

7002 2410 0002 8779 8236



Refused

MARY JO DUTTRY
PO BOX 736
DUBOIS PA 15801
A INSUFFICIENT ADDRESS
C ATTEMPTED NOT KNOWN **NOT**
S ND SUCH NUMBER/ STREET
 NOT DELIVERABLE AS ADDRESSED
. UNABLE TO FORWARD



15801-0736 11

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

For delivery information visit our website at www.usps.com

8236 8236	
8779 8779	
65smu7319 Postage \$ 4.60	
Certified Fee \$ 1.30	
Return Receipt Fee \$ 1.75	
Restricted Delivery Fee \$ 0.00	
Total Postage & Fees \$ 4.65	

Postmark
Here

Sent To: MARCUS JO DUTTRY
Street: Apt. No.
or PO Box No. P.O. BOX 736
City, State, Zip: PA 15801

7002	2410	0002	8779	8236
65smu7319				
Certified Fee \$ 1.30				
Return Receipt Fee \$ 1.75				
Restricted Delivery Fee \$ 0.00				
Total Postage & Fees \$ 4.65				

PS Form 3800, June 2002
See Reverse for Instructions

SENDER: COMPLETE THIS SECTION**COMPLETE THIS SECTION ON DELIVERY**

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

1. Article Addressed to:

MARY Jo Duttry
Section 15 Lot 4C1 & 50
Treasure Lake
DUNNIS PA 15801

X**A. Signature** Agent Addressee**B. Received by (Printed Name)****C. Date of Delivery****D. Is delivery address different from item 1? Yes
if YES, enter delivery address below: No****3. Service Type** Certified Mail Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D.**4. Restricted Delivery? (Extra Fee) Yes**

**2. Article Number
(Transfer from service label)**

7002 2410 0002 8779 8250

PS Form 3811, August 2001

Domestic Return Receipt

2ACPR1-03-2-0985

FIR
Com

First C
Central C
Indiana.

7002 2410 0002 8779 8250

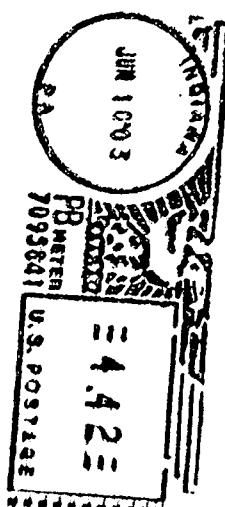


CERTIFIED MAIL
TM

Call

MARY JO DUTTRY
SECTION 15 LOT 49 & 50
TREASUP A
DUBOIS C
S INSUFFICIENT ADDRESS
ATTEMPTED NOT KNOWN
NO SUCH NUMBER/ STREET
NOT DELIVERABLE AS ADDRESSED
 OTHER
UNABLE TO FORWARD

6-11
CLCT
RDS
REFUSED



15801-9099 05

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

For delivery information visit our website at www.usps.com

8779 8250	
8779 8250	
8779 8250	
8779 8250	
8779 8250	
8779 8250	
Postage	\$ 37
Certified Fee	\$ 30
Return Receipt Fee (Endorsement Required)	\$ 175
Restricted Delivery Fee (Endorsement Required)	\$ 10
Total Postage & Fees	\$ 44.50

Sent To	MARY JO DUTTRY
Street, Apt No. or PO Box No.	SECTION 15 LOT 49 & 50
City, State, Zip+4	DUBOIS PA 15801

7002 2410 0002 8779 8250
See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

John Duttry
Section 15 Lot 9 & 50
Treasure Lake
Dundas PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Agent
 Addressee

X B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:

Yes
 No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

Yes

7002 2410 0002 8779 8267

102595-02-M-1540

2. Article Number
(Transfer from service label)

Domestic Return Receipt

PS Form 3811, August 2001

SCHEDULE A

Mortgage Description

RE: John D. Duttry and Mary Jo Duttry, his wife, Mortgagors; and Deposit Bank, Mortgagee.

ALL that certain tract of land designated as Lot No. 34, Section No. 15 "Bimini" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds' Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions, and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 145, p. 476, all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same premises which George D. Kline and Neva B. Kline, his wife, by their deed dated May 16, 1994 and recorded June 2, 1994 in the Recorder's Office of Clearfield County, Pennsylvania in Deeds and Records Book 1609, page 10, granted and conveyed unto John D. Duttry and Mary Jo Duttry, his wife, Mortgagors herein.

FILED 10/9/00 10:00 AM
SEP 24 2003 2CC SHF

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

DEPOSIT BANK

VS.

Sheriff Docket # 14600

03-1436-CD

DUTTRY, JOHN D. ind & as Executor of the Estate of MARY JO DUTTRY

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW SEPTEMBER 30, 2003 AT 10:13 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN D. DUTTRY, IND., DEFENDANT AT RESIDENCE, RD#2 BOX 407, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN D. DUTTRY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: COUDRIET/RYEN

NOW SEPTEMBER 30, 2003 AT 10:13 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN D. DUTTRY As executor of the estate of MARY JO DUTTRY, DEFENDANT AT RESIDENCE, RD#2 BOX 407, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN D. DUTTRY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: COUDRIET/RYEN

Return Costs

Cost	Description
38.05	SHERIFF HAWKINS PAID BY: PLFF CK# 85990
20.00	SURCHARGE PAID BY: PLFF CK# 85993

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
073301
William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, : NO. 03 - 1436 C.D.
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
: TYPE OF PLEADING: PRAECIPE
JOHN D. DUTTRY, individually, : FOR DEFAULT JUDGMENT
And as Executor of the Estate of :
MARY JO DUTTRY, : FILED ON BEHALF OF: PLAINTIFF
DEFENDANTS : COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: 90 BEAVER DRIVE, SUITE 201A
: DUBOIS, PA 15801
: (814) 375-1044

FILED

FEB 24 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, : NO. 03 - 1436 C.D.
: TYPE OF CASE: MORTGAGE
PLAINTIFF : FORECLOSURE
: :
: :
VS. : :
: :
JOHN D. DUTTRY, individually, :
And as Executor of the Estate of :
MARY JO DUTTRY, :
: :
DEFENDANTS : :

PRAECIPE FOR DEFAULT JUDGMENT

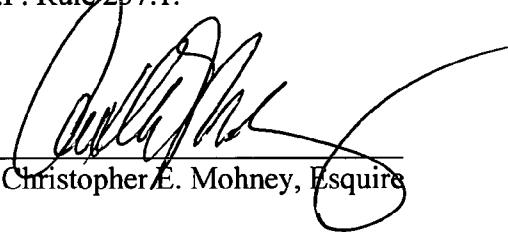
TO: WILLIAM A. SHAW, PROTHONOTARY

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

1. Current Balance: \$53,275.39
2. Interest payoff: \$ 7,468.70
3. Late Fees: \$ 1,756.20

TOTAL: \$62,500.29

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

BY: 
Christopher E. Mohney, Esquire

NOW, this 24th day of February, 2004, damages are assessed in the amount of \$62,500.29.



William A. Shaw, Prothonotary

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

DEPOSIT BANK, : NO. 03 - 1436 C.D.
: TYPE OF CASE: MORTGAGE
PLAINTIFF : FORECLOSURE
: :
VS. : :
: :
JOHN D. DUTTRY, individually, :
And as Executor of the Estate of:
MARY JO DUTTRY, :
: :
DEFENDANTS : :

TO: JOHN D. DUTTRY
RD#2, Box 407
DuBois, PA 15801

NOTICE

DATE OF NOTICE: October 23, 2003

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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

BY:


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

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

DEPOSIT BANK, : NO. 03 - 1437 C.D.
: TYPE OF CASE: MORTGAGE
PLAINTIFF : FORECLOSURE
VS. :
: JOHN D. DUTTRY, individually,
And as Executor of the Estate of:
MARY JO DUTTRY, :
: DEFENDANTS :

TO: JOHN D. DUTTRY
Executor of the Estate of MARY JO DUTTRY
RD#2, Box 407
DuBois, PA 15801

NOTICE

DATE OF NOTICE: October 23, 2003

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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

BY: 

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

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
Received From: Christopher E. Mohney, Esquire 90 Beaver Drive, Suite 201A DuBois, PA 15801		
One piece of ordinary mail addressed to: John D. Duttry RD#2, Box 407 DuBois, PA 15801		

2003

PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
Received From: Christopher E. Mohney, Esquire 90 Beaver Drive, Suite 201A DuBois, PA 15801		
One piece of ordinary mail addressed to: John D. Duttry, Executor RD#2, Box 407 DuBois, PA 15801		

2003

PS Form 3817, January 2001

FILED *P,15*
FEB 19 2004 pd. 20.00
FEB 24 2004 No CC
William A. Shaw
Prothonotary/Clerk of Courts
Notice to Def.
Statement to Atty
61
62

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

COPY

DEPOSIT BANK, : NO. 03 - 1436 C.D.
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
JOHN D. DUTTRY, individually, :
And as Executor of the Estate of :
MARY JO DUTTRY, :
DEFENDANTS :
:

Notice is given that a JUDGMENT in the above captioned matter has been
entered against you in the amount of \$62,500.29 on February 24, 2007.

WILLIAM A. SHAW, PROTHONOTARY

By: William A. Shaw, Deputy

COPY

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

Deposit Bank
Plaintiff(s)

No.: 2003-01436-CD

Real Debt: \$62,500.29

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John D. Duttry
Mary Jo Duttry Estate
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 24, 2004

Expires: February 24, 2009

Certified from the record this 24th day of February, 2004.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

DEPOSIT BANK, : NO. 03 - 1436 C.D.
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
: TYPE OF PLEADING: PRAECIPE
JOHN D. DUTTRY, individually, : FOR WRIT OF EXECUTION
And as Executor of the Estate of :
MARY JO DUTTRY, : FILED ON BEHALF OF: PLAINTIFF
DEFENDANTS : COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: 90 BEAVER DRIVE, SUITE 201A
: DUBOIS, PA 15801
: (814) 375-1044

FILED

FEB 24 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, : NO. 03 - 1436 C.D.
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
: :
: :
JOHN D. DUTTRY, individually, :
And as Executor of the Estate of :
MARY JO DUTTRY, :
: :
DEFENDANTS : :

PRAECIPE FOR WRIT OF EXECUTION

TO: WILLIAM A. SHAW, PROTHONOTARY

Issue Writ of Execution in the above matter:

1. Directed to the Sheriff of Clearfield County;
2. Against the Defendants in the above captioned matter; and
3. Index this Writ against the Defendants and as a Lis Pendens against real

property of the Defendants described on Schedule "A" attached hereto;

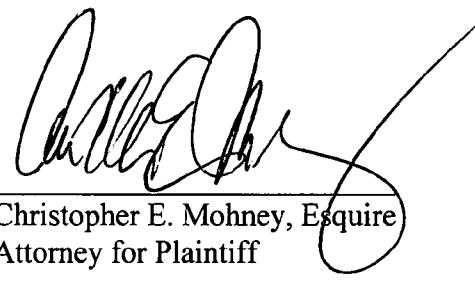
4. Amount due: \$62,500.29

5. Costs: \$ _____

Total: \$ _____
Prothonotary costs \$ 125.00

BY:

Christopher E. Mohney, Esquire
Attorney for Plaintiff



SCHEDULE A

Mortgage Description

RE: John D. Duttry and Mary Jo Duttry, his wife, Mortgagors; and Deposit Bank, Mortgagee.

ALL that certain tract of land designated as Lot No. 34, Section No. 15 "Bimini" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds' Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions, and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 145, p. 476, all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same premises which George D. Kline and Neva B. Kline, his wife, by their deed dated May 16, 1994 and recorded June 2, 1994 in the Recorder's Office of Clearfield County, Pennsylvania in Deeds and Records Book 1609, page 10, granted and conveyed unto John D. Duttry and Mary Jo Duttry, his wife, Mortgagors herein.

SEIZED, taken in execution to be sold as the property of JOHN D. DUTTRY AND MARY JO DUTTRY, AT THE SUIT OF DEPOSIT BANK.
JUDGMENT NO. 03-1436 C.D.

FILED

1cc & 6wnts w/ prop decr.

O/2.30/04

FEB 24 2004

11ff pd. 20.00 *EKB*

William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, : NO. 03 - 1436 C.D.
: TYPE OF CASE: MORTGAGE
PLAINTIFF : FORECLOSURE
:
:
VS. :
:
JOHN D. DUTTRY, individually, :
And as Executor of the Estate of :
MARY JO DUTTRY, :
:
DEFENDANTS :
:

AFFIDAVIT PURSUANT TO RULE 3129.1

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

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

<u>NAME</u>	<u>ADDRESS</u>
JOHN D. DUTTRY	P.O. Box 736 DuBois, PA 15801
JOHN D. DUTTRY, Executor of the Estate of MARY JO DUTTRY	P.O. Box 736 DuBois, PA 15801

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

<u>NAME</u>	<u>ADDRESS</u>
JOHN D. DUTTRY	P.O. Box 736 DuBois, PA 15801
JOHN D. DUTTRY, Executor of the Estate of MARY JO DUTTRY	P.O. Box 736 DuBois, PA 15801

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>
ANDREW SHAUBACH	P.O. Box 848 Harrisburg, PA 17101
DONALD B. DELANEY and NANCY C. DELANEY	RD#2, Box 279-A DuBois, PA 15801
TREASURE LAKE PROPERTY OWNERS ASSOCIATION	13 Treasure Lake DuBois, PA 15801
YOUR BUILDING CENTERS, INC.	Parkway Drive DuBois, PA 15801
DEPT. OF REVENUE	Commonwealth of Pennsylvania Bureau of Compliance Dept. 280946 Harrisburg, PA 17101

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

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

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

NAME

ADDRESS

CLEARFIELD COUNTY TAX
CLAIM BUREAU

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

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

NAME

ADDRESS

LEE ANN COLLINS,
TAX COLLECTOR

P.O. Box 252
DuBois, PA 15801

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

NAME

ADDRESS

CLEARFIELD COUNTY
DOMESTIC RELATIONS

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

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

DEPOSIT BANK

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

DATE: 2-24-04

SCHEDULE A

Mortgage Description

RE: John D. Duttry and Mary Jo Duttry, his wife, Mortgagors; and Deposit Bank, Mortgagee.

ALL that certain tract of land designated as Lot No. 34, Section No. 15 "Bimini" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds' Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions, and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 145, p. 476, all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same premises which George D. Kline and Neva B. Kline, his wife, by their deed dated May 16, 1994 and recorded June 2, 1994 in the Recorder's Office of Clearfield County, Pennsylvania in Deeds and Records Book 1609, page 10, granted and conveyed unto John D. Duttry and Mary Jo Duttry, his wife, Mortgagors herein.

SEIZED, taken in execution to be sold as the property of JOHN D. DUTTRY AND MARY JO DUTTRY, AT THE SUIT OF DEPOSIT BANK.
JUDGMENT NO. 03-1436 C.D.

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

COPY

DEPOSIT BANK, : NO. 03 - 1436 C.D.
: TYPE OF CASE: MORTGAGE
PLAINTIFF : FORECLOSURE
:
:
VS. :
:
JOHN D. DUTTRY, individually, :
And as Executor of the Estate of :
MARY JO DUTTRY, :
:
DEFENDANTS :
:

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :
:

TO: THE SHERIFF OF CLEARFIELD COUNTY:

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

Amount due: \$62,500.29

Costs: \$ _____

Total: \$ _____
Prothonotary costs 125.00

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

DATE: 2/24/04

SCHEDULE A

Mortgage Description

RE: John D. Duttry and Mary Jo Duttry, his wife, Mortgagors; and Deposit Bank, Mortgagee.

ALL that certain tract of land designated as Lot No. 34, Section No. 15 "Bimini" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds' Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions, and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 145, p. 476, all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same premises which George D. Kline and Neva B. Kline, his wife, by their deed dated May 16, 1994 and recorded June 2, 1994 in the Recorder's Office of Clearfield County, Pennsylvania in Deeds and Records Book 1609, page 10, granted and conveyed unto John D. Duttry and Mary Jo Duttry, his wife, Mortgagors herein.

SEIZED, taken in execution to be sold as the property of JOHN D. DUTTRY AND MARY JO DUTTRY, AT THE SUIT OF DEPOSIT BANK.
JUDGMENT NO. 03-1436 C.D.

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

DEPOSIT BANK, : NO. 03 - 1436 C.D.
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
: TYPE OF PLEADING: AMENDED
: PRAECIPE FOR WRIT OF EXECUTION
: FILED ON BEHALF OF: PLAINTIFF
: COUNSEL OF RECORD:
: MARY JO DUTTRY,
DEFENDANTS : CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: 90 BEAVER DRIVE, SUITE 201A
: DUBOIS, PA 15801
: (814) 375-1044

FILED

APR 01 2004

William A. Shaw
Prothonotary

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

DEPOSIT BANK, : NO. 03 - 1436 C.D.
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
JOHN D. DUTTRY, individually, :
And as Executor of the Estate of :
MARY JO DUTTRY, :
DEFENDANTS :

AMENDED PRAECIPE FOR WRIT OF EXECUTION

TO: WILLIAM A. SHAW, PROTHONOTARY

Issue Writ of Execution in the above matter:

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

4. Amount due: \$62,500.29

5. Costs: \$ _____

Total: \$ _____

BY:

Christopher E. Mohney, Esquire
Attorney for Plaintiff

THIS DEED

MADE the 2 day of May in the year nineteen hundred and ninety-six (1996)

BETWEEN HORIZON MANAGEMENT GROUP, INC., a Nevada Corporation, whose address is 900C Eisenhower Building, Harrisburg, Pennsylvania 17111, referred to as Grantor;

A
N
D

JOHN D. DUTTRY and MARY JO DUTTRY, husband wife, whose address is P.O. Box 736, DuBois, Pennsylvania 15801, as tenants by the entireties, referred to as Grantee;

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

WITNESSETH, That in consideration of ONE HUNDRED DOLLARS (\$100.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee,

ALL that certain tract of land designated as Section 15 "Bimini", Lot 49 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.

4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed by John R. Fantini and Judith A. Fantini, husband and wife, to Horizon Management Group, Inc., by Deed dated September 13, 1994, and recorded in the Recorder of Deed's Office, County of Clearfield in Deed Book Volume 1634, page 267.

PROMISES. The Grantor warrants generally the property hereby conveyed to the Grantee, his heirs, executors and administrators.

IN WITNESS WHEREOF, said Grantor has hereunto set his/her hand and seal, the day and year first above-written.

Attest:

Horizon Management Group, Inc.

Andrew Shabaugh (Seal)
Andrew Shabaugh, Vice-President
SHABAUGH

Commonwealth of Pennsylvania)
County of Dauphin) :ss:

ON THIS, the 2 day of May, 1996, before me, the undersigned officer, personally appeared Andrew Shabaugh, who acknowledged himself to be the Vice-President of Horizon Management Group, Inc., a Nevada corporation, and that he as such Vice-President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice-President.

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

My Commission Expires May 4, 1998 Notary Seal
Pennsylvania Notary Public
Harrisburg, Dauphin County
My Commission Expires May 4, 1998
Pennsylvania Association of Notaries

John R. Fantini
Notary Public

THIS DEED

MADE the 2 day of May in the year nineteen hundred and ninety-six (1996)

BETWEEN HORIZON MANAGEMENT GROUP, INC., a Nevada Corporation, whose address is 900C Eisenhower Building, Harrisburg, Pennsylvania 17111, referred to as Grantor;

A
N
D

JOHN D. DUTTRY and MARY JO DUTTRY, husband wife, whose address is P.O. Box 736, DuBois, Pennsylvania 15801, as tenants by the entireties, referred to as Grantee;

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

WITNESSETH, That in consideration of ONE HUNDRED DOLLARS (\$100.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee,

ALL that certain tract of land designated as Section 15 "Bimini", Lot 50 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.

4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed by F. Thomas Quay and Maria C. Quay, husband and wife, to Horizon Management Group, Inc., by Deed dated September 13, 1994, and recorded in the Recorder of Deed's Office, County of Clearfield in Deed Book Volume 1634, page 271.

PROMISES. The Grantor warrants generally the property hereby conveyed to the Grantee, his heirs, executors and administrators.

IN WITNESS WHEREOF, said Grantor has hereunto set his/her hand and seal, the day and year first above-written.

Attest:

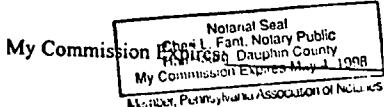
Horizon Management Group, Inc.

Andrew Shabaugh [Seal]
Andrew Shabaugh, Vice-President
SHABAUUGH

Commonwealth of Pennsylvania)
County of Dauphin)
:ss:

ON THIS, the 2 day of May 1996, before me, the undersigned officer, personally appeared Andrew Shabaugh, who acknowledged himself to be the Vice-President of Horizon Management Group, Inc., a Nevada corporation, and that he as such Vice-President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice-President.

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



Chas. L. Fent.
Notary Public

FILED

APR 01 2004

ESL

04-11-45-a-2
William A. Shaw
Prothonotary

mo ca

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

VS.

JOHN D. DUTTRY, individually,
And as Executor of the Estate of
MARY JO DUTTRY.

DEFENDANTS

FILED

APR 202004

William A. Shaw
Prothonotary/Clerk of Courts

AMENDED WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :
:

TO: THE SHERIFF OF CLEARFIELD COUNTY:

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

Amount due: \$62,500.29

Costs: \$

Total: \$

145.00 Prothonotary costs

BY

William A. Shaw, Prothonotary

DATE: 4/20/04

ALL that certain tract of land designated as Section 15 "Bimini", Lot 49 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed by John R. Fantini and Judith A. Fantini, husband and wife, to Horizon Management Group, Inc., by Deed dated September 13, 1994, and recorded in the Recorder of Deed's Office, County of Clearfield in Deed Book Volume 1634, page 267.

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1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
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BEING the same premises conveyed by F. Thomas Quay and Maria C. Quay, husband and wife, to Horizon Management Group, Inc., by Deed dated September 13, 1994, and recorded in the Recorder of Deed's Office, County of Clearfield in Deed Book Volume 1634, page 271.

SEIZED, taken in execution to be sold as the property of JOHN D. DUTTRY AND MARY JO DUTTRY, at the suit of Deposit Bank. Judgment No. 03-1436 C.D.

FILED

Leontine A. Brown deser.
to Staff

of 10:21 AM
APR 20 2004

500 May Monday pd. 20.00

William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, : NO. 03 - 1436 C.D.
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
: TYPE OF PLEADING: AFFIDAVIT
: PURSUANT TO RULE 3129.2
: FILED ON BEHALF OF: PLAINTIFF
: COUNSEL OF RECORD:
: MARY DUTTRY, individually,
: And as Executor of the Estate of
: MARY JO DUTTRY,
: DEFENDANTS : CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: 90 BEAVER DRIVE, SUITE 111-B
: DUBOIS, PA 15801
: (814) 375-1044

FILED

JUN 01 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, : NO. 03 - 1436 C.D.
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
: :
: :
JOHN D. DUTTRY, individually, :
And as Executor of the Estate of :
MARY JO DUTTRY, :
DEFENDANTS : :

AFFIDAVIT PURSUANT TO RULE 3129.2

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

CHRISTOPHER E. MOHNEY, being duly sworn according to law, deposes and says that as attorney for Plaintiff **DEPOSIT BANK** in the above captioned action, he did serve notice of the scheduled Sheriff's Sale of the real property which is the subject of the above captioned mortgage foreclosure action by mailing handbills, copy attached hereto, on the Defendants by certified mail, return receipt requested, as evidenced by the return receipt attached hereto, and to all other parties in interest listed below by ordinary mail at the addresses set forth below with the return address of Plaintiff's counsel appearing thereon as evidenced by the U.S. Postal Service Form 3817 Certificates of Mailings attached hereto on 5/11/04.

TO: JOHN D. DUTTRY
P.O. Box 736
DuBois, PA 15801

JOHN D. DUTTRY,
Executor of the Estate of
MARY JO DUTTRY
P.O. Box 736
DuBois, PA 15801

ANDREW SHAUBACH
P.O. Box 848
Harrisburg, PA 17101

DONALD B. DELANEY and
NANCY C. DELANEY
RD#2, Box 279-A
DuBois, PA 15801

TREASURE LAKE PROPERTY
OWNERS ASSOCIATION
13 Treasure Lake
DuBois, PA 15801

YOUR BUILDING CENTERS,
INC.
Parkway Drive
DuBois, PA 15801

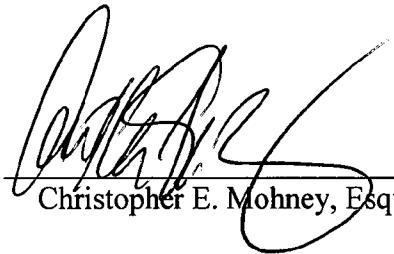
DEPT. OF REVENUE
Commonwealth of Pennsylvania
Bureau of Compliance
Dept. 280946
Harrisburg, PA 17101

CLEARFIELD COUNTY TAX
CLAIM BUREAU
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

LEE ANN COLLINS,
TAX COLLECTOR
P.O. Box 252
DuBois, PA 15801

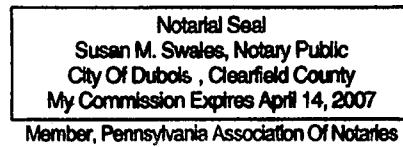
DEPOSIT BANK
2 E. Long Avenue
DuBois, PA 15801

CLEARFIELD COUNTY
DOMESTIC RELATIONS
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

BY: 
Christopher E. Mohney, Esquire

*SWORN TO and SUBSCRIBED
before me this 20th day of
May, 2004*

Susan M. Swales
Notary Public

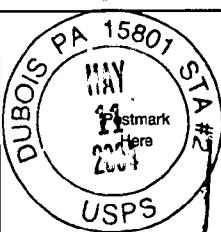


Member, Pennsylvania Association Of Notaries

7443 3197 0001 1940

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

O F F I C I A L U S P S	
Postage	\$.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42



Sent To
 John D. Duttry, Executor of the Estate of
 Street, Apt. No.; or PO Box No. Mary Jo Duttry
 City, State, ZIP+4 P.O. Box 736

P **SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

John D. Duttry
 Executor of the Estate of
 Mary Jo Duttry
 P.O. Box 736
 DuBois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

See Reverse for Instructions

A. Signature

X John Duttry

Agent
 Addressee

B. Received by (Printed Name)

John Duttry

C. Date of Delivery

5-17-04

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number
(Transfer from service label)

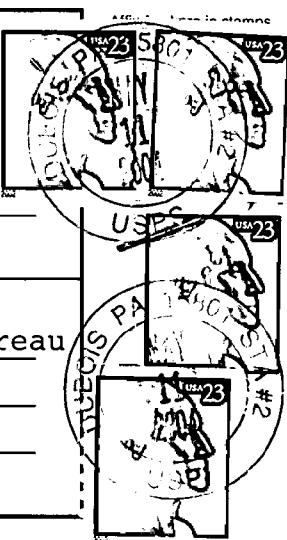
7001 1940 0000 7443 3197

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:
Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 111-B
DuBois, PA 15801

One piece of ordinary mail addressed to:
Clearfield County Tax Claim Bureau
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830



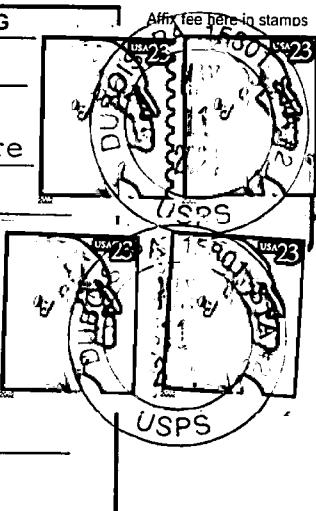
PS Form 3817, January 2001

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:
Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 111-B
DuBois, PA 15801

One piece of ordinary mail addressed to:
Andrew Shaubach
P.O. Box 848
Harrisburg, PA 17101



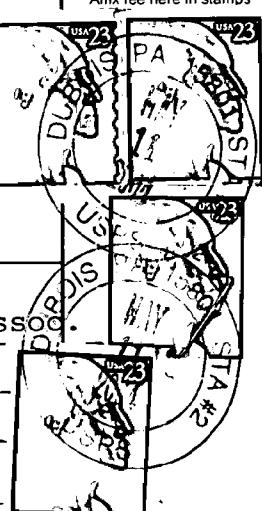
PS Form 3817, January 2001

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:
Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 111-B
DuBois, PA 15801

One piece of ordinary mail addressed to:
Treasure Lake Property Owners Assoc.
13 Treasure Lake
DuBois, PA 15801



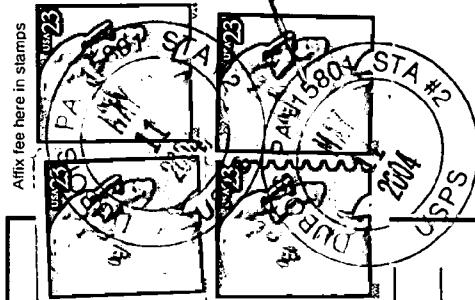
PS Form 3817, January 2001

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:
Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 111-B
DuBois, PA 15801

One piece of ordinary mail addressed to:
Dept. of Revenue
Commonwealth of PA
Bureau of Compliance
Dept. 280946
Harrisburg, PA 17101



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:
Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 111-B
DuBois, PA 15801

One piece of ordinary mail addressed to:
Lee Ann Collins, Tax Collector
P.O. Box 252
DuBois, PA 15801

PS Form 3817, January 2001

PS Form 3817, January 2001

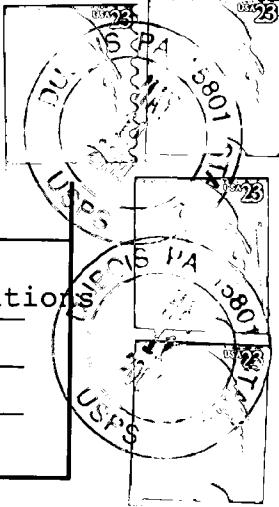
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

Received From:
Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 111-B
DuBois, PA 15801

One piece of ordinary mail addressed to:
Clearfield County Domestic Relations
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

Affix fee here in stamps



PS Form 3817, January 2001

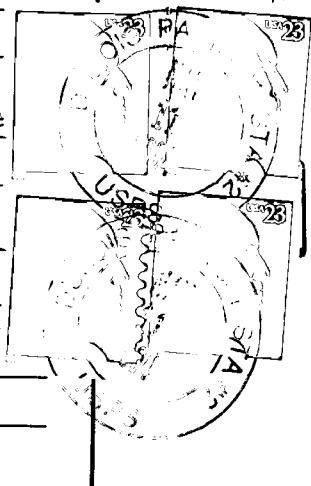
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

Received From:
Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 111-B
DuBois, PA 15801

One piece of ordinary mail addressed to:
Donald B. and Nancy C. Delaney
R.D.#2, Box 279-A
DuBois, PA 15801

Affix fee here in stamps



PS Form 3817, January 2001

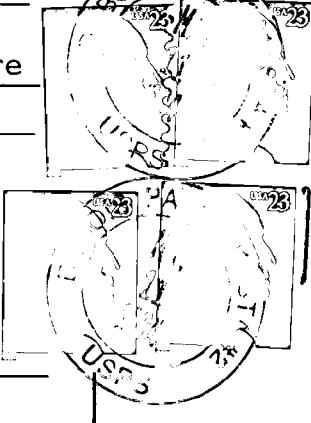
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

Received From:
Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 111-B
DuBois, PA 15801

One piece of ordinary mail addressed to:
Your Building Centers, Inc.
Parkway Drive
DuBois, PA 15801

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster.



PS Form 3817, January 2001

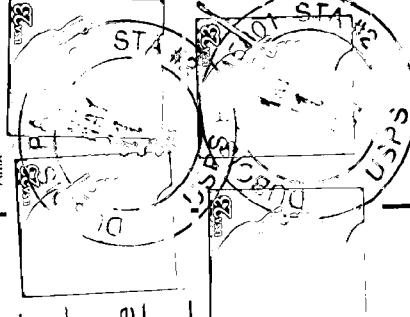
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

Received From:
Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 111-B
DuBois, PA 15801

One piece of ordinary mail addressed to:
Deposit Bank
2 E. Long Avenue
DuBois, PA 15801

Affix fee here in stamps



PS Form 3817, January 2001

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

DEPOSIT BANK,	:	NO. 03 - 1436 C.D.
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	
JOHN D. DUTTRY, individually, And as Executor of the Estate of MARY JO DUTTRY,	:	
DEFENDANTS	:	

NOTICE OF SHERIFF'S SALE OF REAL ESTATE
PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2

TO: JOHN D. DUTTRY P.O. Box 736 DuBois, PA 15801	JOHN D. DUTTRY, Executor of the Estate of MARY JO DUTTRY P.O. Box 736 DuBois, PA 15801
ANDREW SHAUBACH P.O. Box 848 Harrisburg, PA 17101	DONALD B. DELANEY and NANCY C. DELANEY RD#2, Box 279-A DuBois, PA 15801
TREASURE LAKE PROPERTY OWNERS ASSOCIATION 13 Treasure Lake DuBois, PA 15801	YOUR BUILDING CENTERS, INC. Parkway Drive DuBois, PA 15801
DEPT. OF REVENUE Commonwealth of Pennsylvania Bureau of Compliance Dept. 280946 Harrisburg, PA 17101	CLEARFIELD COUNTY TAX CLAIM BUREAU Clearfield County Courthouse 230 E. Market Street Clearfield, PA 16830

LEE ANN COLLINS,
TAX COLLECTOR
P.O. Box 252
DuBois, PA 15801

DEPOSIT BANK
2 E. Long Avenue
DuBois, PA 15801

CLEARFIELD COUNTY
DOMESTIC RELATIONS
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

TAKE NOTICE that by virtue of the above Writ of Execution issued by the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania, on FRIDAY, JULY 2, 2004 at 10:00 o'clock A. M., the following described real estate of which JOHN D. DUTTRY AND MARY JO DUTTRY are the reputed owners.

See Schedule A attached hereto.

The said Writ of Execution was issued on a judgment in mortgage foreclosure action of DEPOSIT BANK vs. JOHN D. DUTTRY, individually and as Executor of the Estate of MARY JO DUTTRY at No. 03-1436 C.D. in the amount of \$62,500.29.

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff on July 5, 2004.

Exceptions to Distribution of a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.



Sheriff of Clearfield County

ALL that certain tract of land designated as Section 15 "Bimini", Lot 49 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed by John R. Fantini and Judith A. Fantini, husband and wife, to Horizon Management Group, Inc., by Deed dated September 13, 1994, and recorded in the Recorder of Deed's Office, County of Clearfield in Deed Book Volume 1634, page 267.

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SEIZED, taken in execution to be sold as the property of JOHN D. DUTTRY AND MARY JO DUTTRY, at the suit of Deposit Bank. Judgment No. 03-1436 C.D.

FILED

11-08-2004

NO

CC

JFR

012004

CLERK

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 15499

DEPOSIT BANK

03-1436-CD

VS.

DUTTRY, JOHN D., INDIVIDUALLY AND AS EXECUTOR OF THE ESTATE O

WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

NOW, APRIL 12, 2004 @ 2:20 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS POSTED ON MAY 12, 2004 @ 2:25 P.M.O'CLOCK.

A SALE DATE OF JULY 2, 2004 WAS SET.

o'clock
FILED
01/23/04
AUG 17 2004

William A. Shaw
Prothonotary/Clerk of Courts

NOW, MAY 13, 2004 @ 2:30 P.M. O'CLOCK SERVED JOHN D. DUTTRY, DEFENDANT AT HIS RESIDENCE RD #3, BOX 407, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN D. DUTTRY DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, MAY 13, 2004 @ 2:30 P.M. O'CLOCK SERVED JOHN D. DUTTRY AS EXECUTOR OF THE ESTATE OF MARY JO DUTTRY, DEFENDNT, AT HIS RESIDENCE RD #2, BOX 407, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOHN D. DUTTRY, DEFENANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

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

NOW, JULY 12, 2004 BILLED ATTORNEY FOR ADDITIONAL COSTS DUE.

NOW, JULY 29, 2004 RECEIVED CHECK FROM PLAINTIFF FOR ADDITIONAL COSTS..

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 15499

DEPOSIT BANK

03-1436-CD

VS.

DUTTRY, JOHN D., INDIVIDUALLY AND AS EXECUTOR OF THE ESTATE O

WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

NOW, AUGUST 16, 2004 PAID COSTS FROM ADVANCE AND ADDITIONAL CHECK FOR COSTS.

NOW, AUGUST 17, 2004 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, AUGUST 17, 2004 A DEED WAS FILED.

SHERIFF HAWKINS \$262.44
SURCHARGE \$40.00
PAID BY PLAINTIFF

Sworn to Before Me This

17th Day Of August 2004
W. A. Shaw

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

So Answers,

Chester Hawkins
Deputy Commissioner
Chester A. Hawkins
Sheriff

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

DEPOSIT BANK, : NO. 03 - 1436 C.D.
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
JOHN D. DUTTRY, individually, :
And as Executor of the Estate of :
MARY JO DUTTRY, :
DEFENDANTS :

AMENDED WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

TO: THE SHERIFF OF CLEARFIELD COUNTY:

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

Amount due: \$62,500.29

Costs: \$ _____

Total: \$ _____

145.00 Prothonotary costs

BY: 
William A. Shaw, Prothonotary

DATE: 4/20/04

Received April 20, 2004 @ 3:00 P.M.
Chasen A. Hawkins
by Courtney Butler Aughenbaugh

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SEIZED, taken in execution to be sold as the property of JOHN D. DUTTRY AND MARY JO DUTTRY, at the suit of Deposit Bank. Judgment No. 03-1436 C.D.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME DUTTRY NO. 03-1436-CD

NOW, July 2, 2004 , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 2ND day of JULY 2004, I exposed the within described real estate of JOHN D. DUTTRY, INDIVIDUALLY, AND AS EXECUTOR OF THE ESTATE OF MARY JO DUTTRY to public venue or outcry at which time and place I sold the same to DEPOSIT 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	14.25
LEVY	15.00
MILEAGE	14.25
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	28.50
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	10.00
TOTAL SHERIFF COSTS	262.44

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	30.50

PLAINTIFF COSTS, DEBT & INTEREST:

DEBT-AMOUNT DUE	62,500.29
INTEREST FROM	
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
TOTAL DEBT & INTEREST	62,500.29
COSTS:	
ADVERTISING	432.96
TAXES - collector TO 1/05	566.66
TAXES - tax claim TO OCT	8,878.69
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.50
SHERIFF COSTS	262.44
LEGAL JOURNAL AD	234.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	10,695.25

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

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

DEPOSIT BANK, : NO. 03 - 1437 C.D.
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
: TYPE OF PLEADING: COMPLAINT
: FILED ON BEHALF OF: PLAINTIFF
JOHN D. DUTTRY, individually, :
And as Executor of the Estate of :
MARY JO DUTTRY, :
DEFENDANTS : COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: 90 BEAVER DRIVE, SUITE 201A
: DUBOIS, PA 15801
: (814) 375-1044

FILED

SEP 24 2003

William A. Shaw
Prothonotary

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

DEPOSIT BANK, : NO. 03 - C.D.
: TYPE OF CASE: MORTGAGE
PLAINTIFF : FORECLOSURE
:
VS. :
:
JOHN D. DUTTRY, individually, :
And as Executor of the Estate of :
MARY JO DUTTRY, :
:
DEFENDANTS :
:

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

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

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

DEPOSIT BANK, : NO. 03 - C.D.
: TYPE OF CASE: MORTGAGE
PLAINTIFF : FORECLOSURE
:
VS. :
:
JOHN D. DUTTRY, individually, :
And as Executor of the Estate of :
MARY JO DUTTRY, :
:
DEFENDANTS :
:

COMPLAINT

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

1. Plaintiff **DEPOSIT BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant **JOHN D. DUTTRY**, is an adult individual with a last known address at P.O. Box 736, DuBois, Clearfield County, Pennsylvania 15801.
3. Defendant **MARY JO DUTTRY** is deceased and an estate has been opened in the Court of Common Pleas of Clearfield County, Orphans Court Division, to which Defendant **JOHN D. DUTTRY** has been appointed Executor of the Estate.

4. On August 31, 1995, Defendants executed and delivered to Plaintiff a Mortgage and a Promissory Note upon the premises hereinafter described, which Mortgage was recorded on August 31, 1995, in Clearfield County Deed and Record Book Volume 1700, page 532. True and correct copies of the Mortgage and Promissory Note are attached hereto as Exhibits "A" and "B" respectively, and are incorporated herein by reference.

5. Said mortgage has not been assigned.

6. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on June 10, 2003, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "C" and "D", respectively, and are incorporated herein by reference.

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

8. The premises subject to the Mortgage is the property located at P.O. Box 736, Section 15, Lot 34, Treasure Lake, DuBois, Clearfield County, Pennsylvania, and is described on Exhibit "E" attached hereto and made a part hereof.

9. Said Mortgage is in default because the principal payments due upon said Mortgage are overdue and in default for a period of more than thirty (30) days and, by the

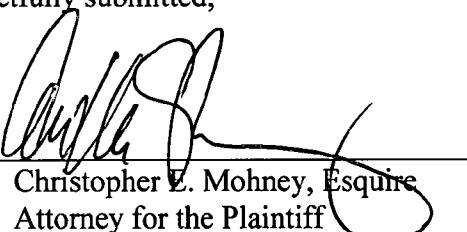
terms of said Mortgage and Promissory Note secured thereby, the whole of said unpaid balance of principal is immediately due and payable.

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

Current Balance -	\$76,216.14
Interest payoff (as of 7/23/03) -	\$ 7,860.85
Late Fees -	<u>\$ 1,977.38</u>
TOTAL:	\$86,054.37

WHEREFORE, Plaintiff demands judgment in the amount of \$86,054.37, plus interest thereon at a per diem rate of \$15.4407 on unpaid principal balance from July 23, 2003, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **JOHN D. DUTTRY, individually, and as Executor of the Estate of MARY JO DUTTRY.**

Respectfully submitted,

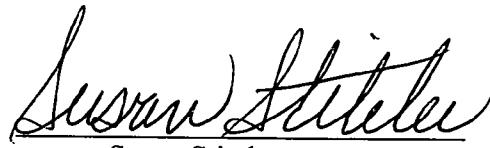
BY: 

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

VERIFICATION

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

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



Susan Stiteler
Susan Stiteler

RECORDATION REQUESTED BY:

Deposit Bank
2 East Long Avenue
PO Box 607A
DuBois, PA 15801

WHEN RECORDED MAIL TO:

Deposit Bank
2 East Long Avenue
PO Box 607A
DuBois, PA 15801

SEND TAX NOTICES TO:

JOHN D DUTTRY and MARY JO DUTTRY
P O BOX 736
DUBOIS, PA 15801

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 11:05 AM 8-31-95
BY John Starck
FEES 12.50

Karen L. Starck, Recorder

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED August 31, 1995, between JOHN D DUTTRY and MARY JO DUTTRY, whose address is P O BOX 736, DUBOIS, PA 15801 (referred to below as "Grantor"); and Deposit Bank, whose address is 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 (referred to below as "Lender").

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

The Real Property or its address is commonly known as SECT 15 LOT 34 TREASURE LAKE, DUBOIS, PA 15801.

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

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

Grantor. The word "Grantor" means JOHN D DUTTRY and MARY JO DUTTRY. The Grantor is the mortgagor under this Mortgage.

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

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

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

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents. 1995

Note. The word "Note" means the promissory note or credit agreement dated August 31, 1995, in the original principal amount of \$90,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is September 1, 2015. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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

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

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

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

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

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by

Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

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

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

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

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

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

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

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

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

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

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

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in

PROMISSORY NOTE

Principal \$90,000.00	Loan Date 09-01-2015	Maturity 09-01-2015	Loan No.	Call 020	Collateral J	Account	Officer CLJ	Initials
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.								

Borrower: JOHN D DUTTRY (SSN: 197-28-9933)
MARY JO DUTTRY (SSN: 182-44-2383)
P O BOX 736
DUBOIS, PA 15801

Lender: Deposit Bank
Main Branch
2 East Long Avenue
PO Box 607A
DuBois, PA 15801

Principal Amount: \$90,000.00 **Initial Rate:** 7.750% **Date of Note:** August 31, 1995

PROMISE TO PAY. I promise to pay to Deposit Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Ninety Thousand & 00/100 Dollars (\$90,000.00), together with interest on the unpaid principal balance from August 31, 1995, until paid in full. The interest rate will not increase above 10.750%.

PAYMENT. Subject to any payment changes resulting from changes in the Index, I will pay this loan in 240 payments of \$738.85 each payment will be due on September 1, 2015, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the monthly average yield on US Treasury Securities adjusted to a constant maturity of one year (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to me. Lender will tell me the current Index rate upon my request. I understand that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each year. The Index currently is 5.640% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 2.125 percentage points over the Index, rounded to the nearest .125 percent, adjusted if necessary for the minimum and maximum rate limitations described below, resulting in an initial rate of 7.750% per annum. Notwithstanding any other provision of this Note, the variable interest rate or rates provided for in this Note will be subject to the following minimum and maximum rates. NOTICE: Under no circumstances will the interest rate on this Note be less than 7.750% per annum or more than the lesser of 10.750% per annum or the maximum rate allowed by applicable law. Notwithstanding the above provisions, the maximum increase or decrease in the interest rate at any one time on this loan will not exceed 0.500 percentage points. Unless waived by Lender, any increase in the interest rate will increase the amounts of my payments.

PREPAYMENT. I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments.

LATE CHARGE. If a payment is 16 days or more late, I will be charged 6.000% of the regularly scheduled payment.

DEFAULT. I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me or appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. This includes a garnishment of any of my accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note. (g) Lender in good faith deems itself insecure.

If any default, other than a default in payment, is curable and if I have not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if I, after receiving written notice from Lender demanding cure of such default: (a) cure the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on Note if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, the Commonwealth of Pennsylvania. Subject to the provisions on arbitration, this Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

RIGHT OF SETOFF. I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA, Keogh, and trust accounts. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

COLLATERAL. This Note is secured by a Mortgage dated August 31, 1995 to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

ARBITRATION:

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

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

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

Loan No.

**PROMISSORY NOTE
(Continued)**

Page 2

PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.

BORROWER:

X John D Duttry
JOHN D DUTTRY

(SEAL)

Mary Jo Outtry (SEAL)

MARY JO DUTTRRY

(SEAL)

LENDER:

Deposit Bank

By: John Doe
Authorized Officer

Variable Rate—Installment

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favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Insecurity. Lender in good faith deems itself insecure.

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

Accelerate Indebtedness. Subject to applicable law, Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable.

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

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

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

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

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

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

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

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

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

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

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

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

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

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

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

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

ARBITRATION:

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

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

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

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

Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

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

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

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SCHEDULE A

Mortgage Description

RE: John D. Duttry and Mary Jo Duttry, his wife, Mortgagors; and Deposit Bank, Mortgagee.

ALL that certain tract of land designated as Lot No. 34, Section No. 15 "Bimini" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds' Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions, and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 145, p. 476, all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same premises which George D. Kline and Neva B. Kline, his wife, by their deed dated May 16, 1994 and recorded June 2, 1994 in the Recorder's Office of Clearfield County, Pennsylvania in Deeds and Records Book 1609, page 10, granted and conveyed unto John D. Duttry and Mary Jo Duttry, his wife, Mortgagors herein.

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



Karen L. Starck
Karen L. Starck
Recorder of Deeds

Entered of Record Aug 31 1995, 11:25 AM Karen L. Starck, Recorder

Date: June 6, 2003

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

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

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

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

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

* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Mary Jo Duttry

PROPERTY ADDRESS: Section 15 Lot 34, Treasure Lake, DuBois PA 15801

LOAN ACCT. NO.: 001-0106974

ORIGINAL LENDER: Deposit Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: Section 15 Lot 24, Treasure Lake, Dubois PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: April 2002 through June 2003 totaling \$11,170.68

Other charges (explain/itemize): Late fees of \$1,887.88

TOTAL AMOUNT PAST DUE: \$13,058.56

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

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$13,058.56, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

FIRST COMMONWEALTH BANK
PO BOX 400, FCP-LOWER LEVEL
INDIANA PA 15701

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

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

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

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

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

you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately one (1) month from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: **Deposit Bank**

Address: **PO Box 400, Indiana PA 15701**

Phone Number: **1-800-221-8605**

Fax Number: **(724) 463-5665**

Contact Person: **Teri Pavlosky**

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

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

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

CLEARFIELD COUNTY

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

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

**Consumer Credit Counseling Service
of Western Pennsylvania, Inc.
500-02 3rd Avenue
P.O. Box 278
Duncansville, PA 16635
(814) 696-3546**

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

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

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

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

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

* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): John D. Duttry

PROPERTY ADDRESS: Section 15 Lot 34, Treasure Lake, Dubois PA 15801

LOAN ACCT. NO.: 001-0106974

ORIGINAL LENDER: Deposit Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: April 2002 through June 2003 totaling \$11,170.68

Other charges (explain/itemize): Late fees of \$1,837.88

TOTAL AMOUNT PAST DUE: \$13,058.56

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

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FIRST COMMONWEALTH BANK
PO BOX 400, FCP-LOWER LEVEL
INDIANA PA 15701

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you had never defaulted.

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HOW TO CONTACT THE LENDER:

Name of Lender: Deposit Bank
Address: PO Box 400, Indiana PA 15701
Phone Number: 1-800-221-8605
Fax Number: (724) 463-5665
Contact Person: Teri Pavlosky

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

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

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
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- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

CLEARFIELD COUNTY

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

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

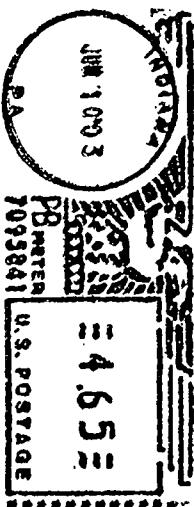
**Consumer Credit Counseling Service
of Western Pennsylvania, Inc.
500-02 3rd Avenue
P.O. Box 278
Duncansville, PA 16635
(814) 696-3546**

of the United States Post Office
CERTIFIED MAIL™



7002 2410 0002 8779 8205

ment



PA 15801 U.S. POSTAGE

MARY JO DUTRY
PO BOX 736
DUBOIS PA 15801
Attn:

A INSUFFICIENT ADDRESS
 B ATTEMPTED NOT KNOWN
 C NO SUCH NUMBER/ STREET
 D NOT DELIVERABLE AS ADDRESSED
 E UNABLE TO FORWARD

RTS
RETURN TO SENDER

Refused

NAME 6-11
NOTICE

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

For delivery information visit our website at www.usps.com

Attn:

Postage	\$ 6.00
Certified Fee	\$ 2.36
(Endorsement Required)	17.5
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 46.55

Postmark
Here

7002 2410 0002 8779 8205

MCURRY JO Duthy

Street, Apt. No.: *PO Box 736*
or PO Box No.: *PA 15801*
City, State, Zip: *DUBOIS PA 15801*

PS Form 3800, June 2002
See Reverse for Instructions

EXHIBIT "D"

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Mary Jo Duttry
Section 15 Lot 34
Treasure Lake
DUROC IS PA
15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes No

If YES, enter delivery address below:

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

4. Restricted Delivery? (Extra Fee) Yes

7002 2410 0002 8779 2227
2. Article Number
(Transfer from service label)

PS Form 3811, August 2001

Domestic Return Receipt

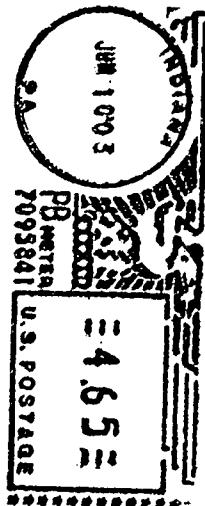
FIRS
Com

First Com
Central Office
Indiana, PA:

7002 2410 0002 8779 8212



CERTIFIED MAIL™



Coll

JOHN D DUTRY

PO BOX 736

DUBOIS

- A INSUFFICIENT ADDRESS
- C ATTEMPTED NOT KNOWN
- NO SUCH NUMBER/ STREET
- S NOT DELIVERABLE AS ADDRESSED
- OTHER
- UNABLE TO FORWARD

6-11
7/17
RMS
RETURN TO SENDER

Refused

U.S. Postal Service™ RECEIPT
CERTIFIED MAIL™ Insurance Coverage Provided
Domestic Mail Only; No Insurance Coverage for International Mail

For delivery information visit our website at www.usps.com

8779	8212
2410	0002
7002	2410
Recipient Address	
John D Dutry PO Box 736 Dubois, PA 15301	
Postage	
8779 (05MAY04) Postage \$ 1.20	
Certified Fee \$ 2.30	
Return Receipt Fee \$ 1.75	
(Endorsement Required)	
Restricted Delivery Fee \$ 1.50	
(Endorsement Required)	
Total Postage & Fees \$ 4.65	

Postmark
Here

John D Dutry
PO Box 736
Dubois, PA 15301
Recipient Address
7002 2410 0002 8779 8212

Postage
8779 (05MAY04) \$ 1.20
Certified Fee \$ 2.30
Return Receipt Fee \$ 1.75
(Endorsement Required)
Restricted Delivery Fee \$ 1.50
(Endorsement Required)
Total Postage & Fees \$ 4.65

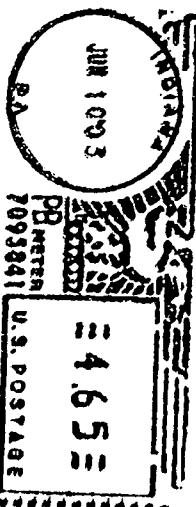
FIR
Com

First C
Central
Indiana

CERTIFIED MAIL™



7002 2410 0002 8779 8199



W.W.

13201/300

JOHN D DUTRY
SECTION 15 LOT 34
TREASURE LAKE
DUBOI, A INSUFFICIENT ADDRESS
C ATTEMPTED NOT KNOWN
S NO SUCH NUMBER/ STREET
S NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

6-11
6-17
RDS
RETURN TO SENDER

Refused

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

For delivery information visit our website at www.usps.com®

John D DUTRY

Postage	\$ 6.11
Certified Fee	\$ 2.35
Return Recipient Fee (Endorsement Required)	\$ 1.25
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 9.65

7002 2410 0002 8779 8199

Send To	John D DUTRY
Street, Apt. No.	Section 15 Lot 34
City, State, ZIP+4	DAKOTA PA 15801

PS Form 3806, June 2002

See Reverse for Instructions

PLACÉ SUR LE DOCUMENT DE RETOUR POUR LA RETOURNE. — GO THE MAIL BOX ON THE RETURN DOCUMENT FOR THE RETURN.

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

John Dutrun
PO Box 736
DuBois PA

15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

7002 2410 0002 8779 8212

2. Article Number

(Transfer from service label)

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

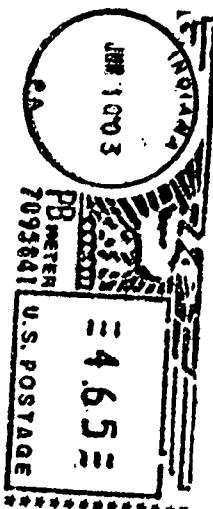
CERTIFIED MAIL



7002 2410 0002 8779 8229

ment

WJ



MARY JO DUTRY
SECTION 15 LOT 34
TREA A INSUFFICIENT ADDRESS
DUBC C ATTEMPTED NOT KNOWN
S NO SUCH NUMBER/ STREET
S NOT DELIVERABLE AS ADDRESSED
- UNABLE TO FORWARD

4-11
6-17
RTS
RETURN TO SENDER

Que used

1500449099 05

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

For delivery information visit our website at www.usps.com

8229 8779 0002 2410
ADDRESSEE: **MARK DUTRY** (Signature)
RECEIVED BY: **SCRU**

Postage	\$.60
Certified Fee	\$ 2.30
Return Receipt Fee (Endorsement Required)	\$ 1.25
Restricted Delivery Fee (Endorsement Required)	\$ 1.25
Total Postage & Fees	\$ 4.65

SENT TO: **MARK DUTRY**

Street, Apt. No. **SECTION 15, Lot 34**
or PO Box No. **2410**
City, State, Zip **PA 15361**

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

MURRY JO DUTHRY
PO BOX 734
DUBOIS PA

15801

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

Agent

Addressee

B. Received by (Printed Name)**C. Date of Delivery****D. Is delivery address different from item 1?**

Yes

If YES, enter delivery address below:

No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number
(Transfer from service label)

7002 2410 0002 8779 8205

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

SCHEDULE A

Mortgage Description

RE: John D. Duttry and Mary Jo Duttry, his wife, Mortgagors; and Deposit Bank, Mortgagee.

ALL that certain tract of land designated as Lot No. 34, Section No. 15 "Bimini" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds' Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions, and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 145, p. 476, all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same premises which George D. Kline and Neva B. Kline, his wife, by their deed dated May 16, 1994 and recorded June 2, 1994 in the Recorder's Office of Clearfield County, Pennsylvania in Deeds and Records Book 1609, page 10, granted and conveyed unto John D. Duttry and Mary Jo Duttry, his wife, Mortgagors herein.

FILED
APR 12 1968
CLERK'S OFFICE
COURT OF APPEALS
STATE OF WASHINGTON

LED
① 85-02
10000 hrs
to 50%
SEP 24 2003

William A. Shaw
Prothonotary

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

DEPOSIT BANK, : NO. 03 - 1437 C.D.
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
: TYPE OF PLEADING: AFFIDAVIT
: PURSUANT TO RULE 3129.2
: FILED ON BEHALF OF: PLAINTIFF
: COUNSEL OF RECORD:
: MARY JO DUTTRY, ESQUIRE
DEFENDANTS : SUPREME COURT NO.: 63494
: 90 BEAVER DRIVE, SUITE 111-B
: DUBOIS, PA 15801
: (814) 375-1044

FILED

JUN 23 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, : NO. 03 - 1437 C.D.
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
: :
JOHN D. DUTTRY, individually, :
And as Executor of the Estate of :
MARY JO DUTTRY, :
DEFENDANTS : :

AFFIDAVIT PURSUANT TO RULE 3129.2

COMMONWEALTH OF PENNSYLVANIA :
: : *SS.*
COUNTY OF CLEARFIELD : :

CHRISTOPHER E. MOHNEY, being duly sworn according to law, deposes and says that as attorney for Plaintiff **DEPOSIT BANK** in the above captioned action, he did serve notice of the scheduled Sheriff's Sale of the real property which is the subject of the above captioned mortgage foreclosure action by mailing handbills, copy attached hereto, on the Defendants by certified mail, return receipt requested, as evidenced by the return receipt attached hereto, and to all other parties in interest listed below by ordinary mail at the addresses set forth below with the return address of Plaintiff's counsel appearing thereon as evidenced by the U.S. Postal Service Form 3817 Certificates of Mailings attached hereto on 5/25/04.

TO: JOHN D. DUTTRY
P.O. Box 736
DuBois, PA 15801

JOHN D. DUTTRY,
Executor of the Estate of
MARY JO DUTTRY
P.O. Box 736
DuBois, PA 15801

ANDREW SHAUBACH
P.O. Box 848
Harrisburg, PA 17101

DONALD B. DELANEY and
NANCY C. DELANEY
RD#2, Box 279-A
DuBois, PA 15801

TREASURE LAKE PROPERTY
OWNERS ASSOCIATION
13 Treasure Lake
DuBois, PA 15801

YOUR BUILDING CENTERS,
INC.
Parkway Drive
DuBois, PA 15801

DEPT. OF REVENUE
Commonwealth of Pennsylvania
Bureau of Compliance
Dept. 280946
Harrisburg, PA 17101

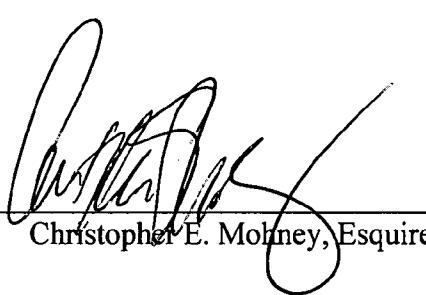
CLEARFIELD COUNTY TAX
CLAIM BUREAU
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

LEE ANN COLLINS,
TAX COLLECTOR
P.O. Box 252
DuBois, PA 15801

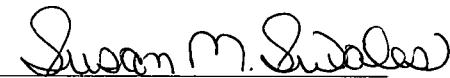
DEPOSIT BANK
2 E. Long Avenue
DuBois, PA 15801

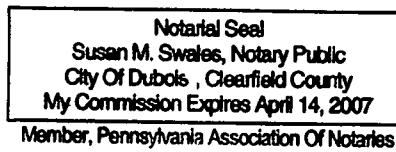
CLEARFIELD COUNTY
DOMESTIC RELATIONS
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

BY:


Christopher E. Mohney, Esquire

*SWORN TO and SUBSCRIBED
before me this 20th day of
May, 2004*


Susan M. Swales
Notary Public



Member, Pennsylvania Association Of Notaries

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

DEPOSIT BANK,	NO. 03 - 1437 C.D.
PLAINTIFF	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	
JOHN D. DUTTRY, individually, And as Executor of the Estate of MARY JO DUTTRY,	
DEFENDANTS	

NOTICE OF SHERIFF'S SALE OF REAL ESTATE
PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2

TO: JOHN D. DUTTRY
P.O. Box 736
DuBois, PA 15801

JOHN D. DUTTRY,
Executor of the Estate of
MARY JO DUTTRY
P.O. Box 736
DuBois, PA 15801

ANDREW SHAUBACH
P.O. Box 848
Harrisburg, PA 17101

DONALD B. DELANEY and
NANCY C. DELANEY
RD#2, Box 279-A
DuBois, PA 15801

TREASURE LAKE PROPERTY
OWNERS ASSOCIATION
13 Treasure Lake
DuBois, PA 15801

YOUR BUILDING CENTERS,
INC.
Parkway Drive
DuBois, PA 15801

DEPT. OF REVENUE
Commonwealth of Pennsylvania
Bureau of Compliance
Dept. 280946
Harrisburg, PA 17101

CLEARFIELD COUNTY TAX
CLAIM BUREAU
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

LEE ANN COLLINS,
TAX COLLECTOR
P.O. Box 252
DuBois, PA 15801

DEPOSIT BANK
2 E. Long Avenue
DuBois, PA 15801

CLEARFIELD COUNTY
DOMESTIC RELATIONS
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

TAKE NOTICE that by virtue of the above Writ of Execution issued by the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania, on FRIDAY, JULY 2, 2004 at 10:00 o'clock A. M., the following described real estate of which JOHN D. DUTTRY AND MARY JO DUTTRY are the reputed owners.

See Schedule A attached hereto.

The said Writ of Execution was issued on a judgment in mortgage foreclosure action of DEPOSIT BANK vs. JOHN D. DUTTRY, individually and as Executor of the Estate of MARY JO DUTTRY at No. 03-1437 C.D. in the amount of \$86,054.37

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff on July 6, 2004.

Exceptions to Distribution of a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.



Sheriff of Clearfield County

SCHEDULE A

Mortgage Description

RE: John D. Duttry and Mary Jo Duttry, his wife, Mortgagors; and Deposit Bank, Mortgagee.

ALL that certain tract of land designated as Lot No. 34, Section No. 15 "Bimini" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds' Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions, and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 145, p. 476, all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same premises which George D. Kline and Neva B. Kline, his wife, by their deed dated May 16, 1994 and recorded June 2, 1994 in the Recorder's Office of Clearfield County, Pennsylvania in Deeds and Records Book 1609, page 10, granted and conveyed unto John D. Duttry and Mary Jo Duttry, his wife, Mortgagors herein.

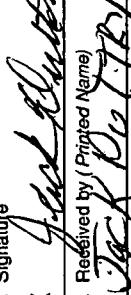
SENDER: COMPLETE THIS SECTION

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

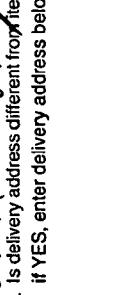
1. Article Addressed to:

John D. Duttry
P.O. Box 736
DuBois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature 

Agent Addressee

B. Received by (Printed Name) 

C. Date of Delivery *5-26-01*

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

1. Article Addressed to:

John D. Duttry
P.O. Box 736
DuBois, PA 15801

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label) **7001 1940 0000 7443 3203**

PS Form 3811, August 2001 Domestic Return Receipt 2ACPRI-03-P-4081

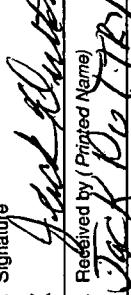
SENDER: COMPLETE THIS SECTION

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

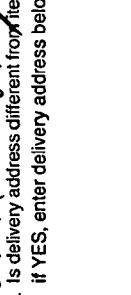
1. Article Addressed to:

John D. Duttry
P.O. Box 736
DuBois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature 

Agent Addressee

B. Received by (Printed Name) 

C. Date of Delivery *5-26-01*

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

1. Article Addressed to:

John D. Duttry
P.O. Box 736
DuBois, PA 15801

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

4. Restricted Delivery? (Extra Fee) Yes

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PS Form 3811, August 2001 Domestic Return Receipt 2ACPRI-03-P-4081

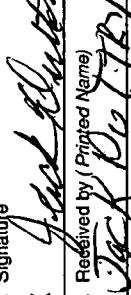
SENDER: COMPLETE THIS SECTION

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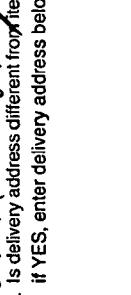
1. Article Addressed to:

John D. Duttry
P.O. Box 736
DuBois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature 

Agent Addressee

B. Received by (Printed Name) 

C. Date of Delivery *5-26-01*

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

1. Article Addressed to:

John D. Duttry, Executor
of the Estate of Mary Jo
Duttry
P.O. Box 736
DuBois, PA 15801

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label) **7001 1940 0000 7443 3203**

PS Form 3811, August 2001 Domestic Return Receipt 2ACPRI-03-P-4081

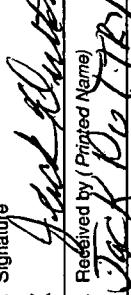
SENDER: COMPLETE THIS SECTION

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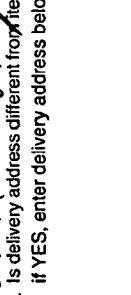
1. Article Addressed to:

John D. Duttry
P.O. Box 736
DuBois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature 

Agent Addressee

B. Received by (Printed Name) 

C. Date of Delivery *5-26-01*

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

1. Article Addressed to:

John D. Duttry, Executor of
the Estate of Mary Jo Duttry
P.O. Box 736
DuBois, PA 15801

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label) **7001 1940 0000 7443 3203**

PS Form 3800, January 2001 Domestic Return Receipt 2ACPRI-03-P-4081

Sent To

John D. Duttry
Street, Apt. No.;
or PO Box No. **P.O. Box 736**
City, State, ZIP+4 **DuBois, PA 15801**

PS Form 3800, January 2001 See Reverse for Instructions

Sent To

John D. Duttry, Executor of
the Estate of Mary Jo Duttry
P.O. Box 736
DuBois, PA 15801

PS Form 3800, January 2001 See Reverse for Instructions

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING	Affix fee here in stamps Postage and Inquire of for current
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
<p>Received From: Christopher E. Mohney, Esquire 90 Beaver Drive, Suite 111-B DuBois, PA 15801</p> <p>One piece of ordinary mail addressed to: Deposit Bank 2 E. Long Avenue DuBois, PA 15801</p>		

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
<p>Christopher E. Mohney, Esquire 90 Beaver Drive, Suite 111-B DuBois, PA 15801</p>	
One piece of ordinary mail addressed to:	
<p>Clearfield County Tax Claim Bureau Clearfield County Courthouse 230 E. Market Street Clearfield, PA 16830</p>	

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	Christopher E. Mohney, Esquire
	90 Beaver Drive, Suite 111-B
	DuBois, PA 15801
<p>One piece of ordinary mail addressed to:</p> <p>Dept. of Revenue Commonwealth of Pennsylvania Bureau of Compliance Dept. 280946 Harrisburg, PA 17101</p>	

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:
Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 111-B
DuBois, PA 15801

One piece of ordinary mail addressed to:
Lee Ann Collins, Tax Collector
P.O. Box 252
DuBois, PA 15801

PS Form 3817, January 2001

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:
Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 111-B
DuBois, PA 15801

One piece of ordinary mail addressed to:
Clearfield County Domestic Relations
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

PS Form 3817, January 2001

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:
Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 111-B
DuBois, PA 15801

One piece of ordinary mail addressed to:
Your Building Centers, Inc.
Parkway Drive
DuBois, PA 15801

PS Form 3817, January 2001

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:
Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 111-B
DuBois, PA 15801

One piece of ordinary mail addressed to:
Donald B. Delaney and Nancy C. Delaney
RD#2, Box 279-A
DuBois, PA 15801

PS Form 3817, January 2001

FILED *105*
MAY 10 2004
JUN 23 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, : NO. 03 - 1437 C.D.
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
: TYPE OF PLEADING: PRAECIPE
JOHN D. DUTTRY, individually, : FOR DEFAULT JUDGMENT
And as Executor of the Estate of :
MARY JO DUTTRY, : FILED ON BEHALF OF: PLAINTIFF
DEFENDANTS : COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: 90 BEAVER DRIVE, SUITE 201A
: DUBOIS, PA 15801
: (814) 375-1044

FILED

FEB 24 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK,	:	NO. 03 - 1437 C.D.
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	
JOHN D. DUTTRY, individually, And as Executor of the Estate of MARY JO DUTTRY,	:	
DEFENDANTS	:	

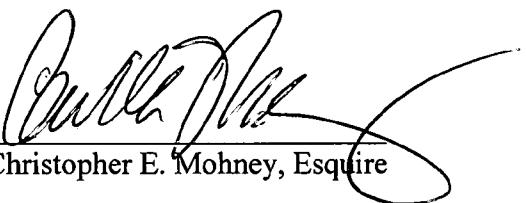
PRAECIPE FOR DEFAULT JUDGMENT

TO: WILLIAM A. SHAW, PROTHONOTARY

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

1.	Current Balance:	\$76,216.14
2.	Interest payoff:	\$ 7,860.85
3.	Late Fees:	<u>\$ 1,977.38</u>
	TOTAL:	\$86,054.37

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

BY: 
Christopher E. Mohney, Esquire

NOW, this 24th day of February, 2004, damages are assessed in the amount of \$86,054.37.

William A. Shaw
William A. Shaw, Prothonotary

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

DEPOSIT BANK, : NO. 03 - 1437 C.D.
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
JOHN D. DUTTRY, individually, :
And as Executor of the Estate of:
MARY JO DUTTRY, :
DEFENDANTS :
:

TO: JOHN D. DUTTRY
RD#2, Box 407
DuBois, PA 15801

NOTICE

DATE OF NOTICE: October 23, 2003

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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

BY:


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

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

DEPOSIT BANK, : NO. 03 - 1436 C.D.
: TYPE OF CASE: MORTGAGE
PLAINTIFF : FORECLOSURE
: :
VS. : :
: :
JOHN D. DUTTRY, individually, :
And as Executor of the Estate of:
MARY JO DUTTRY, :
: :
DEFENDANTS : :

TO: JOHN D. DUTTRY
Executor of the Estate of MARY JO DUTTRY
RD#2, Box 407
DuBois, PA 15801

NOTICE

DATE OF NOTICE: October 23, 2003

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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

BY: 

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

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
Received From: <u>Christopher E. Mohney, Esquire</u> <u>90 Beaver Drive, Suite 201A</u> <u>DuBois, PA 15801</u>		
One piece of ordinary mail addressed to: <u>John D. Duttry</u> <u>RD#2, Box 407</u> <u>DuBois, PA 15801</u>		
PS Form 3817, January 2001		



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
Received From: <u>Christopher E. Mohney, Esquire</u> <u>90 Beaver Drive, Suite 201A</u> <u>DuBois, PA 15801</u>		
One piece of ordinary mail addressed to: <u>John D. Duttry, Executor</u> <u>RD#2, Box 407</u> <u>DuBois, PA 15801</u>		
PS Form 3817, January 2001		



FILED
O/3:40 PM
FEB 24 2004
William A. Shaw
Prothonotary/Clerk of Courts
Notice to Def.
Statement to ~~the~~ Attorney
C.R.A.
C.R.A.

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

DEPOSIT BANK, : NO. 03 - 1437 C.D.
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
JOHN D. DUTTRY, individually, :
And as Executor of the Estate of :
MARY JO DUTTRY, :
DEFENDANTS :
:

Notice is given that a JUDGMENT in the above captioned matter has been
entered against you in the amount of \$86,054.37 on February 24, 2004.

WILLIAM A. SHAW, PROTHONOTARY

By: William A. Shaw
, Deputy

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

COPY

First Commonwealth Bank
Plaintiff(s)

No.: 2003-01437-CD

Real Debt: \$86,054.37

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John D. Duttry
Mary Jo Duttry Estate
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 24, 2004

Expires: February 24, 2009

Certified from the record this 24th day of February, 2004.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

DEPOSIT BANK, : NO. 03 - 1437 C.D.
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
: TYPE OF PLEADING: PRAECIPE
: FOR WRIT OF EXECUTION
: FILED ON BEHALF OF: PLAINTIFF
: COUNSEL OF RECORD:
: MARY DUTTRY, individually,
: And as Executor of the Estate of
: MARY JO DUTTRY,
DEFENDANTS : CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: 90 BEAVER DRIVE, SUITE 201A
: DUBOIS, PA 15801
: (814) 375-1044

FILED

FEB 24 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, : NO. 03 - 1437 C.D.
: TYPE OF CASE: MORTGAGE
PLAINTIFF : FORECLOSURE
:
:
VS. :
:
JOHN D. DUTTRY, individually, :
And as Executor of the Estate of :
MARY JO DUTTRY, :
:
DEFENDANTS :
:

PRAECIPE FOR WRIT OF EXECUTION

TO: WILLIAM A. SHAW, PROTHONOTARY

Issue Writ of Execution in the above matter:

1. Directed to the Sheriff of Clearfield County;
2. Against the Defendants in the above captioned matter; and
3. Index this Writ against the Defendants and as a Lis Pendens against real

property of the Defendants described on Schedule "A" attached hereto;

4. Amount due: \$86,054.37

5. Costs: \$ _____

Total: \$ _____
Prothonotary costs 125.00

BY:

Christopher E. Mohney, Esquire
Attorney for Plaintiff

SCHEDULE A

Mortgage Description

RE: John D. Duttry and Mary Jo Duttry, his wife, Mortgagors; and Deposit Bank, Mortgagee.

ALL that certain tract of land designated as Lot No. 34, Section No. 15 "Bimini" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds' Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions, and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 145, p. 476, all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same premises which George D. Kline and Neva B. Kline, his wife, by their deed dated May 16, 1994 and recorded June 2, 1994 in the Recorder's Office of Clearfield County, Pennsylvania in Deeds and Records Book 1609, page 10, granted and conveyed unto John D. Duttry and Mary Jo Duttry, his wife, Mortgagors herein.

SEIZED, taken in execution to be sold as the property of JOHN D. DUTTRY AND MARY JO DUTTRY, AT THE SUIT OF DEPOSIT BANK.
JUDGMENT NO. 03-1436 C.D.

FILED

cc & owners
of 2:49 AM
FEB 24 2004

AS pd. 20.00
FEB 24 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, : NO. 03 - 1437 C.D.
: TYPE OF CASE: MORTGAGE
PLAINTIFF : FORECLOSURE
:
:
VS. :
:
JOHN D. DUTTRY, individually, :
And as Executor of the Estate of :
MARY JO DUTTRY, :
:
DEFENDANTS :
:

AFFIDAVIT PURSUANT TO RULE 3129.1

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

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

<u>NAME</u>	<u>ADDRESS</u>
JOHN D. DUTTRY	P.O. Box 736 DuBois, PA 15801
JOHN D. DUTTRY, Executor of the Estate of MARY JO DUTTRY	P.O. Box 736 DuBois, PA 15801

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

<u>NAME</u>	<u>ADDRESS</u>
JOHN D. DUTTRY	P.O. Box 736 DuBois, PA 15801
JOHN D. DUTTRY, Executor of the Estate of MARY JO DUTTRY	P.O. Box 736 DuBois, PA 15801

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>
ANDREW SHAUBACH	P.O. Box 848 Harrisburg, PA 17101
DONALD B. DELANEY and NANCY C. DELANEY	RD#2, Box 279-A DuBois, PA 15801
TREASURE LAKE PROPERTY OWNERS ASSOCIATION	13 Treasure Lake DuBois, PA 15801
YOUR BUILDING CENTERS, INC.	Parkway Drive DuBois, PA 15801
DEPT. OF REVENUE	Commonwealth of Pennsylvania Bureau of Compliance Dept. 280946 Harrisburg, PA 17101

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

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

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

<u>NAME</u>	<u>ADDRESS</u>
-------------	----------------

CLEARFIELD COUNTY TAX
CLAIM BUREAU

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

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

<u>NAME</u>	<u>ADDRESS</u>
-------------	----------------

LEE ANN COLLINS,
TAX COLLECTOR

P.O. Box 252
DuBois, PA 15801

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

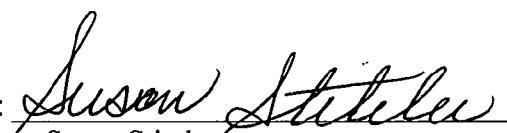
<u>NAME</u>	<u>ADDRESS</u>
-------------	----------------

CLEARFIELD COUNTY
DOMESTIC RELATIONS

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

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

DEPOSIT BANK

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

DATE: 2-29-04

SCHEDULE A

Mortgage Description

RE: John D. Duttry and Mary Jo Duttry, his wife, Mortgagors; and Deposit Bank, Mortgagee.

ALL that certain tract of land designated as Lot No. 34, Section No. 15 "Bimini" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds' Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions, and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 145, p. 476, all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same premises which George D. Kline and Neva B. Kline, his wife, by their deed dated May 16, 1994 and recorded June 2, 1994 in the Recorder's Office of Clearfield County, Pennsylvania in Deeds and Records Book 1609, page 10, granted and conveyed unto John D. Duttry and Mary Jo Duttry, his wife, Mortgagors herein.

SEIZED, taken in execution to be sold as the property of JOHN D. DUTTRY AND MARY JO DUTTRY, AT THE SUIT OF DEPOSIT BANK.
JUDGMENT NO. 03-1436 C.D.

COPY

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

DEPOSIT BANK, : NO. 03 - 1437 C.D.
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
JOHN D. DUTTRY, individually, :
And as Executor of the Estate of :
MARY JO DUTTRY, :
DEFENDANTS :

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

TO: THE SHERIFF OF CLEARFIELD COUNTY:

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

Amount due: \$86,054.37

Costs: \$ _____

Total: \$ _____

125.00 Prothonotary costs

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

DATE: 2/24/04

SCHEDULE A

Mortgage Description

RE: John D. Duttry and Mary Jo Duttry, his wife, Mortgagors; and Deposit Bank, Mortgagee.

ALL that certain tract of land designated as Lot No. 34, Section No. 15 "Bimini" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds' Office in Misc. Docket Map File No. 25.

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SEIZED, taken in execution to be sold as the property of JOHN D. DUTTRY AND MARY JO DUTTRY, AT THE SUIT OF DEPOSIT BANK.
JUDGMENT NO. 03-1436 C.D.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 15488

DEPOSIT BANK

03-1437-CD

VS.

DUTTRY, JOHN D. INDIVIDUALY AND AS EXECTOR OF THE ESTATE OF

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MAY 12, 2004 @ 2:17 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS ALSO POSTED MAY 12, 2004 @ 2:15 P.M. O'CLOCK.

A SALE DATE OF JULY 2, 2004 WAS SET.

FILED

03-5131
AUG 30 2004

BS William A. Shaw
Prothonotary/Clerk of Courts

NOW, MAY 13, 2004 @ 2:30 P.M. O'CLOCK SERVED JOHN D. DUTTRY AS EXECUTOR OF THE ESTATE OF MARY JO DUTTRY, AT HIS RESIDENCE R. D. #2, BOX 407, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN D. DUTTRY, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, MAY 13, 2004 @ 2:30 P.M. O'CLOCK SERVED JOHN D. DUTTRY, INDIVIDUALLY, AT HIS RESIDENCE RD #2, BOX 407 DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANIDING TO JOHN D. DUTTRY, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, JULY 2, 2004 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR #1.00 + COSTS.

NOW, JULY 12, 2004 BILLED ATTORNEY FOR ADDITIONAL COSTS DUE.

NOW, AUGUST 27, 2004 PAID COSTS FROM THE ADVANCE AND ADDITONAL CHECK FROM THE ATTORNEY.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 15488

DEPOSIT BANK

03-1437-CD

VS.

DUTTRY, JOHN D. INDIVIDUALY AND AS EXECUTOR OF THE ESTATE OF

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

**NOW, AUGUST 30, 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, AUGUST 30, 2004 A DEED WAS FILED

SHERIFF HAWKINS \$233.94

SURCHARGE \$40.00

PAID BY ATTORNEY

Sworn to Before Me This

30 Day Of August 2004
William A. Shaw
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester Hawkins
Chester A. Hawkins
Sheriff

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

DEPOSIT BANK, : NO. 03 - 1437 C.D.
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
JOHN D. DUTTRY, individually, :
And as Executor of the Estate of :
MARY JO DUTTRY, :
DEFENDANTS :
:

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :
:

TO: THE SHERIFF OF CLEARFIELD COUNTY:

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

Amount due: \$86,054.37

Costs: \$ _____

Total: \$ _____

125.00 Prothonotary costs

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

DATE: 2/24/04

Received February 24, 2004 @ 2:00 P.M.
Chester A. Hawkins
by Courtney Butten - Aughenbaugh

SCHEDULE A

Mortgage Description

RE: John D. Duttry and Mary Jo Duttry, his wife, Mortgagors; and Deposit Bank, Mortgagee.

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SEIZED, taken in execution to be sold as the property of JOHN D. DUTTRY AND MARY JO DUTTRY, AT THE SUIT OF DEPOSIT BANK.
JUDGMENT NO. 03-1437- C.D.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME DUTTRY LOT 34 NO. 03-1437-CD

NOW, July 2, 2004 , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 2ND day of JULY 2004, I exposed the within described real estate of JOHN D. DUTTRY, INDIVIDUALLY, AND AS EXECUTOR OF THE ESTATE OF MARY JO DUTTRY to public venue or outcry at which time and place I sold the same to DEPOSIT 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	14.25
LEVY	15.00
MILEAGE	14.25
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	10.00
-------------------	-------

TOTAL SHERIFF

COSTS **233.94**

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
TOTAL DEED	
COSTS	28.50

PLAINTIFF COSTS, DEBT & INTEREST:

DEBT-AMOUNT DUE	86,054.37
INTEREST FROM	
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
TOTAL DEBT & INTEREST	86,054.37

COSTS:

ADVERTISING	329.34
TAXES - collector TO OCT	17,960.99
TAXES - tax claim TO 1/05	819.81
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	233.94
LEGAL JOURNAL AD	162.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	19,804.58

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

In The Court of Common Pleas of Clearfield County, Pennsylvania

DEPOSIT BANK

VS.

DUTTRY, JOHN D. in & as executor of estate of Mary Jo Duttry

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 14601

03-1437-CD

SHERIFF RETURNS

NOW SEPTEMBER 30, 2003 AT 10:13 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN D. DUTTRY IND., DEFENDANT AT RESIDENCE, RD#2 BOX 407, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN D. DUTTRY, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: COUDRIET/RYEN

NOW SEPTEMBER 30, 2003 AT 10:13 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JON D. DUTTRY as executor of the estate of MARY JO DUTTRY, DEFENDANT AT RESIDENCE, RD#2 BOX 407, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN D. DUTTRY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: COUDRIET/RYEN

Return Costs

Cost	Description
38.05	SHERIFF HAWKINS PAID BY: PLFF CK# 85991
20.00	SURCHARGE PAID BY: PLFF CK# 85993

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
0/8/03
William A. Shaw
Prothonotary/Clerk of Courts
