

03-1829-CD  
CLEARFIELD BANK AND TRUST COMPANY vs. SAMUEL C. VITULLO, et al.

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 03-1829-CD
	:	
Plaintiff	:	
	:	Type of Pleading: COMPLAINT
vs.	:	
	:	
SAMUEL C. VITULLO AND KIMBERLY JO VITULLO	:	Filed on Behalf of: Plaintiff
	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765.2641

FILED

DEC 11 2003

William A. Shaw  
Prothonotary/Clerk of Courts

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

CLEARFIELD BANK AND TRUST	:	No.
COMPANY,	:	
Plaintiff	:	
	:	Type of Pleading: COMPLAINT
vs.	:	
	:	
SAMUEL C. VITULLO AND KIMBERLY	:	Filed on Behalf of: Plaintiff
JO VITULLO	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**COMPLAINT**

NOW COMES, the Plaintiff, Clearfield Bank & Trust Company, by its attorney,  
Alan F. Kirk, Esquire, and files the within Complaint whereof the following is a statement:

1. The Plaintiff is CLEARFIELD BANK & TRUST COMPANY, a  
corporation, with a principal place of business of 11 North Second Street, P.O. Box 171  
Clearfield, Pennsylvania 16830.

2. The Defendants are SAMUEL C. VITULLO and KIMBERLY JO  
VITULLO, with a property address of 421 E. Pine Street, Curwensville, Pennsylvania  
16833 and a mailing address of 116 E. Cherry Street, Clearfield, Pennsylvania 16830.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated October 15, 2001, in the principal amount of **\$36,364.20** a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield Instrument No. 200116936 on October 22, 2001.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the County of Clearfield, First Ward Borough, Pennsylvania, a legal description is more fully described in the attached Exhibit "B".

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendant the sum of \$ 36,364.20 as set forth in Promissory Note dated October 15, 2001. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

6. The Defendant defaulted under the terms of the said loan by failing to make the monthly payment due July 27 2003, and subsequent monthly installments due since.

7. The Plaintiff has given the Defendant written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated May 28, 2003, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

8. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants have not availed themselves under the pertinent provisions of the Homeowners' Emergency Assistance Act.

9. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants are not on active duty with the armed forces of the United States.

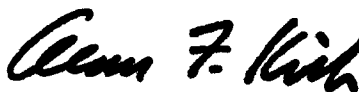
10. The amounts due and owing under the terms of the said Mortgage are as follows:

(a)	Principal Balance	\$ 35,173.28
(b)	Interest per diem of 10.60016 from 5/27/03 to 12/05/03	\$ 2,126.64
(c)	Late Charges	301.96
(d)	Satisfaction Fee	\$ 18.50
(e)	Attorney Collection Fee	<u>\$ 3517.33</u>

**FINAL TOTAL** **\$ 41,137.71**

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendants in the amount of **\$41,137.71** plus interest at **11%**, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,



Date: **December 5, 2003**

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Alan F. Kirk, Esquire  
Attorney for Plaintiff

**VERIFICATION**

I, WILLIAM A. SHINER, Senior Vice President and Secretary of CLEARFIELD BANK & TRUST COMPANY, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 PA. C.S.A. §4904 relating to unsworn falsification to authorities.

CLEARFIELD BANK & TRUST COMPANY

By: William A. Shiner  
William A. Shiner, Senior Vice President  
and Secretary

Date: 12/11/03

KAREN L. STARCK  
 REGISTER AND RECORDER  
 CLEARFIELD COUNTY  
 Pennsylvania  
 INSTRUMENT NUMBER  
 200116936  
 RECORDED ON  
 Oct 22, 2001  
 3:17:32 PM  
 Total Pages: 5

RECORDING FEES -	\$15.00
RECORDING FUND	\$1.00
RECORDING IMPROVEMENT FUND	\$1.00
STATE NOTARY TAX	\$0.50
TOTAL	\$17.50
CUSTOMER	
CLEARFIELD BANK AND TRUST	

Commonwealth of Pennsylvania \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

# MORTGAGE

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 10/15/01 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR:

SAMUEL CARROLL VITULLO  
 KIMBERLY JO VITULLO  
 116 E CHERRY ST  
 CLEARFIELD PA 16830-2350

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER:

CLEARFIELD BANK & TRUST COMPANY  
 N. 2ND & BRIDGE STREETS  
 CLEARFIELD, PA 16830

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

CLEARFIELD COUNTY VOL 1283 PAGE 152

The property is located in CLEARFIELD/1ST WARD BOROUGH  
 (County)  
 421 E PINE STREET CURWENVILLE, Pennsylvania 16833  
 (Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 36,364.20. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument.

4. **SECURED DEBT.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)



- B. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- C. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due, and provide to Lender copies of all receipts on demand. Mortgagor agrees to make all payments when due and comply with all covenants of any prior security interest on the Property.
- 8. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
- 9. **PROPERTY CONDITION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary.
- 10. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed.
- 11. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements and rents, issues and profits. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.
- 12. **DEFAULT AND REMEDIES.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired

(page 2 of 4)



"EXHIBIT A"

All those certain pieces, parcels or tracts of land situate in the First Ward of the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the intersection of Pine Street and Pine Alley; thence Eastward by said Alley one hundred ninety (190) feet to Spruce Alley; thence Northward sixty (60) feet to Lot No. 108; thence Westward by said lot one hundred ninety (190) feet to Pine Street; thence Southward sixty (60) feet to the first names alley and place of beginning. Being Lot No. 109 in plan of said Borough.

☐ **NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.**

**SIGNATURES:** By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Samuel Carroll Vitullo 10/15/01  
(Signature) SAMUEL CARROLL VITULLO (Date)

Kimberly Jo Vitullo 10/15/01  
(Signature) KIMBERLY JO VITULLO (Date)

(Witness)

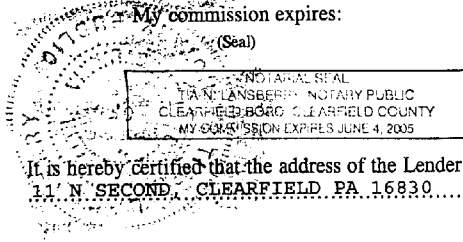
(Witness)

**ACKNOWLEDGMENT:**

COMMONWEALTH OF PENNSYLVANIA....., COUNTY OF Clearfield..... } ss.  
(Individual) On this, the 15th. day of October 2001....., before me Tia N. Lansberry.....,  
the undersigned officer, personally appeared Samuel Carroll Vitullo & Kimberly Jo Vitullo....., known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.  
In witness whereof, I hereunto set my hand and official seal.

My commission expires:

(Seal)



Tia N. Lansberry  
NOTARY PUBLIC  
Title of Officer

It is hereby certified that the address of the Lender within named is: CLEARFIELD BANK AND TRUST COMPANY  
11 N SECOND, CLEARFIELD, PA. 16830

Kristi J. Johnson  
KRISTI J. JOHNSON  
ASSISTANT TREASURER

All those certain pieces, parcels or tracts of land situate in the First Ward of the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the intersection of Pine Street and Pine Alley; thence Eastward by said Alley one hundred ninety (190) feet to Spruce Alley; thence Northward sixty (60) feet to Lot No. 108; thence Westward by said lot one hundred ninety (190) feet to Pine Street; thence Southward sixty (60) feet to the first names alley and place of beginning. Being Lot No. 109 in plan of said Borough.



CLEARFIELD BANK & TRUST COMPAL  
N. 2ND & BRIDGE STREETS  
CLEARFIELD, PA 16830

LENDER'S NAME AND ADDRESS  
"You" means the Lender, its successors and assigns.

SAMUEL CARROLL VITULLO  
KIMBERLY JO VITULLO

116 E CHERRY ST  
CLEARFIELD PA 16830-2350

BORROWER'S NAME AND ADDRESS  
"I" includes each Borrower above, jointly and severally.

Loan Number 801534  
Date 10/15/01  
Maturity Date 10/27/16  
Loan Amount \$ 36,364.20  
Renewal Of

TERMS FOLLOWING A ☒ APPLY ONLY IF CHECKED

NOTE - For value received, I promise to pay to you, or your order, at your address above, the principal sum of:

Thirty six thousand three hundred sixty four & 20/100 Dollars \$ 36,364.20

plus interest from OCTOBER 19, 2001 at the rate of 11.0000 % per year until OCTOBER 27, 2016

☐ ADDITIONAL FINANCE CHARGE - I also agree to pay a nonrefundable fee of \$ \_\_\_\_\_, and it will be ☐ paid in cash. ☐ paid pro rata over the loan term. ☐ withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

☐ VARIABLE RATE - The rate above may change so as always to be \_\_\_\_\_ the following index rate:

\_\_\_\_\_. The interest rate may not change more than \_\_\_\_\_ % each \_\_\_\_\_.  
The annual interest rate in effect on this note will not at any time be more than \_\_\_\_\_ % or less than \_\_\_\_\_ %. The interest rate in effect on this note may change (as often as) \_\_\_\_\_ (assuming there is a change in the base rate) and an increase in the interest rate will cause an increase in ☐ the amount of each scheduled payment. ☐ the amount due at maturity. ☐ the number of payments.

PAYMENT - I will pay this note as follows:

(a) ☐ Interest due: \_\_\_\_\_

Principal due: \_\_\_\_\_

(b) ☒ This note has 180 payments. The first payment will be in the amount of \$ 414.95 and will be due 11/27/01

\_\_\_\_\_ . A payment of \$ 414.95 will be due on the 27th day of each Month

thereafter. The final payment of the entire unpaid balance of principal and interest will be due OCTOBER 27, 2016

INTEREST - Interest accrues on a Actual/365 basis.

☐ MINIMUM FINANCE CHARGE - I agree to pay a minimum finance charge of \$ \_\_\_\_\_ if I pay this loan off before you have earned that much in finance charges.

LATE CHARGE - I agree to pay a late charge on any installment or payment made more than 15 days after it is due equal to 5.000 % of the unpaid amount or \$ 20.00, whichever is Less

☐ RETURNED CHECK CHARGE - I agree to pay a fee of \$ \_\_\_\_\_ for each check, negotiable order of withdrawal or draft I issue in connection with this loan that is returned because it has been dishonored.

POST-MATURITY INTEREST - Interest will accrue after maturity on the unpaid balance of this note on the same basis as interest accrues before maturity, unless a specific post-maturity interest rate is agreed to in the next sentence.

☒ Interest will accrue at the rate of 11.0000 % per year on the balance of this note not paid at maturity, including maturity by acceleration.

THE PURPOSE OF THIS LOAN IS - REWRITE #1079148

SECURITY - You have certain rights that may affect my property as explained on page 3. This loan ☒ is ☐ is not further secured.

(a) ☒ This loan is secured by 421 E PINE STREET CURWENSVILLE PA 16833, dated 10/15/01

(b) ☐ Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 3 of this agreement.

This Property will be used for Family/Household purposes.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.		FINANCE CHARGE The dollar amount the credit will cost me.		AMOUNT FINANCED The amount of credit provided to me or on my behalf.		TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.		I have the right to receive at this time an itemization of the Amount Financed.	
11.0000 e %		\$ 38,323.71 e		\$ 36,364.20		\$ 74,687.91 e		<input checked="" type="checkbox"/> YES - I want an itemization. <input type="checkbox"/> NO - I do not want an itemization.	
My Payment Schedule will be:									
Number of Payments	Amount of Payments		When Payments Are Due						
179	\$ 414.95		Monthly Beginning - NOVEMBER 27, 2001 e						
1	\$ 411.86		OCTOBER 27, 2016						
	\$								
	\$								
<input type="checkbox"/> This note has a demand feature. <input type="checkbox"/> This note is payable on demand and all disclosures are based on an assumed maturity of one year.									
<input type="checkbox"/> Variable Rate (Check one) { <input type="checkbox"/> My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier. <input type="checkbox"/> The annual percentage rate may increase during the term of this transaction if _____									
Any increase will take the form of _____									
If the rate increases by _____ % in _____, the _____ will increase to _____ . The rate may not increase more often than once _____, and may not increase more than _____ % each _____ . The rate will not go above _____ %.									
Security - I am giving a security interest in: <input checked="" type="checkbox"/> (brief description of other property) 421 E PINE STREET CURWENSVILLE PA 16833									
<input type="checkbox"/> the goods or property being purchased.									
<input type="checkbox"/> collateral securing other loans with you may also secure this loan.									
<input checked="" type="checkbox"/> my deposit accounts and other rights to the payment of money from you.									
<input type="checkbox"/> Required Deposit - The annual percentage rate does not take into account my required deposit.									
Late Charge - I will be charged a late charge on any payment made more than 15 days after it is due equal to 5.000 % of the unpaid amount, or \$ 20.00, whichever is Less									
Prepayment - If I pay off this note early, I <input type="checkbox"/> may <input checked="" type="checkbox"/> will not have to pay a minimum finance charge.									
<input checked="" type="checkbox"/> If I pay off this note early, I will not be entitled to a refund of part of the additional finance charge.									
<input checked="" type="checkbox"/> Assumption - Someone buying the property securing this loan will assume the obligation on the original terms. I can see my contract documents for any additional information about _____									

EXHIBIT

**CREDIT INSURANCE** - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs. See Notice of Proposed Insurance below.

Type	Premium	Term
Credit Life		
Credit Disability		
Joint Credit Life		
Joint Disability		

Name of Insurer

- I ☐ do ☒ do not want credit life insurance.  
I ☐ do ☒ do not want credit disability insurance.  
I ☐ do ☒ do not want joint credit life insurance.  
I ☐ do ☒ do not want Joint Disability insurance.

X Samuel C. Vitullo DOB \_\_\_\_\_  
X Randolph J. Vitullo DOB \_\_\_\_\_

**PROPERTY INSURANCE** - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

#### ITEMIZATION OF AMOUNT FINANCED

AMOUNT GIVEN TO ME DIRECTLY \$ \_\_\_\_\_

AMOUNT PAID ON MY (LOAN) ACCOUNT \$ \_\_\_\_\_

AMOUNTS PAID TO OTHERS ON MY BEHALF:

to Insurance Companies \$ \_\_\_\_\_

to Public Officials \$ \_\_\_\_\_

CB&T #1079148 \$ 36,364.20

(less) PREPAID FINANCE CHARGE(S) \$ \_\_\_\_\_

Amount Financed \$ 36,364.20

(Add all items financed and subtract prepaid finance charges.)

**SINGLE INTEREST INSURANCE** - I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

#### ADDITIONAL TERMS OF THE NOTE

**DEFINITIONS** - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorser, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

**APPLICABLE LAW** - This note and any agreement securing this note will be governed by the laws of the state of Pennsylvania. The federal Truth-in-Lending disclosures on page 1 and page 2 are disclosures only and are not intended to be terms of this agreement. The fact that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me. Any provisions that appoints you as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). By exercising any of your rights under this note, you do so for your sole benefit.

**NAME AND LOCATION** - My name and address indicated on page 1 are my exact legal name and my principal residence. I will provide you with at least 30 days notice prior to changing my name or principal residence.

**PAYMENTS** - Each payment I make on this loan will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on the interest rates (if variable) and my payment record. If any payment due under this loan does not equal or exceed the amount of interest due, you may, at your option, increase the amount of the payment due and all future payments to an amount that will pay off this loan in equal payments over the remaining term of this loan.

**PREPAYMENT** - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

**INTEREST** - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If "Variable Rate" is checked on page 1, I will pay interest at the rates in effect from time to time. Decreases in the interest rate for this note will have the opposite effect on payments that increases would have. The interest rate(s) and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan. You will figure a change in the interest rate by using the index rate in effect at the time the interest rate is to change. Changes in the index between scheduled changes in the interest rate will not affect the interest rate. If the index specified on page 1 ceases to exist, I agree that you may substitute a similar index for the original.

**INDEX** - If you and I have agreed that the interest rate on this note will be variable and will be related to an index, then the index you select will function only as a tool for setting the rate on this note. You do not guaranty, by selecting any index, that the interest rate on this note will have a particular relationship to the interest rate you charge on any other loans or any type or class of loans with your other customers.

**ACCRUAL METHOD** - The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1. For interest calculation, the accrual method will determine the number of days in a year. If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

**POST-MATURITY INTEREST** - Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified on page 1. For purposes of this section, final maturity occurs at the earliest of the following:

- If this loan is payable on demand, on the date you make demand for payment;
- If this loan is payable on demand with alternate payment date(s), on the date you make demand for payment or on the final alternate payment date, whichever is earlier;
- On the date of the last scheduled payment of principal;
- On the date you accelerate the due date of this loan (demand immediate payment); or
- Upon the entry of judgment on this note and applies to amounts owed under this note or under any such judgment until paid in full.

**ADVANCE PROCEDURE AND MEANS** - You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as You and I agree. The advance(s) will occur upon consummation of the loan and as You and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

**REAL ESTATE OR RESIDENCE SECURITY** - If this loan is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this agreement.

**DEFAULT** - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, I will be in default on this loan and any agreement securing this loan if any one or more of the following occurs:

- I fail to make a payment in full when due;
- I die, am declared incompetent, or become insolvent;

- I fail to keep any promise I have made in connection with this loan;
- I fail to pay, or keep any other promise on, any other loan or agreement I have with you;

(e) I make any written statement or provide any financial information that is untrue or inaccurate at the time it is provided;

(f) Any creditor of mine attempts to collect any debt I owe through court proceedings, set-off or self-help repossession;

(g) The Property is damaged, destroyed or stolen;

(h) I fail to provide any additional security that you may require;

(i) Any legal entity (such as a partnership or corporation) that has agreed to pay this note merges, dissolves, reorganizes, ends its business or existence, or a partner or majority stockholder dies or is declared incompetent; or

(j) Anything else happens that causes you to believe that you will have difficulty collecting the amount I owe you.

If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

**REMEDIES** - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, if I am in default on this loan or any agreement securing this loan, you may:

(a) Make unpaid principal, earned interest and all other agreed charges I owe you under this loan immediately due;

(b) Use the right of set-off as explained below;

(c) Demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;

(d) Make a claim for any and all insurance benefits or refunds that may be available on my default;

(e) Use any remedy you have under state or federal law; and

(f) Use any remedy given to you in any agreement securing this loan.

By choosing any one or more of these remedies you do not give up your right to use another remedy later. By deciding not to use any remedy should I be in default, you do not give up your right to consider the event a default if it happens again.

**COSTS OF COLLECTION AND ATTORNEYS' FEES** - I agree to pay you all reasonable costs you incur to collect this debt or realize on any security. This includes, unless prohibited by law, reasonable attorneys' fees. This provision also shall apply if I file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against me by another.

**SET-OFF** - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

(a) Any deposit account balance I have with you;

(b) Any money owed to me on an item presented to you or in your possession for collection or exchange; and

(c) Any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**OTHER SECURITY** - Any present or future agreement securing any other debt I owe you also will secure the payment of this loan. Property securing another debt will not secure this loan if such property is my principal dwelling and you fail to provide any required notice of right of rescission. Also, property securing another debt will not secure this loan to the extent such property is in household goods.

**OBLIGATIONS INDEPENDENT** - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, release me or any of us, give up any right you may have against any of us, extend new credit to any of us, or renew or change this note one or more times and for any term, and I will still be obligated to pay this loan. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

**WAIVER** - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

**FINANCIAL STATEMENTS** - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

**PURCHASE MONEY LOAN** - If this is a Purchase Money Loan, you may include the name of the seller on the check or draft for this loan.

# ADDITIONAL TERMS OF THE SECURITY AGREEMENT

**SECURED OBLIGATIONS** - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Property described in this security agreement will not secure other such debts if you fail to give any required notice of the right of rescission with respect to the Property. Also, this security agreement will not secure other debts if this security interest is in household goods and the other debt is a consumer loan. This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement:

- (a) Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan; and
- (b) Payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

**PROPERTY** - The word "Property," as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word Property includes all my property fitting the general description. Property also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means property that now or later is attached to, is a part of, or results from the Property, and all supporting obligations. "Proceeds" includes anything acquired on the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising out of the Property; and any collections and distributions on account of the Property.

**OWNERSHIP AND DUTIES TOWARD PROPERTY** - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position.

I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

I will not use the Property for a purpose that will violate any laws or subject the Property to forfeiture or seizure.

**INSURANCE** - I agree to buy insurance on the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. You may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in Pennsylvania. The firm will be reasonably acceptable to you. I will keep the insurance until all debts secured by this agreement are paid.

**DEFAULT AND REMEDIES** - If I am in default, in addition to the remedies listed in the note portion of this document and subject to any of the limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph, you may (after giving notice and waiting a period of time, if required by law):

- (a) Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to this loan and accrue interest on that amount at the interest rate(s) in effect from time to time, on this note until paid in full;
- (b) Require me to gather the Property and any related records and make it available to you in a reasonable fashion;
- (c) Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease or dispose of the Property as provided by law. (If the Property includes a manufactured home, you will begin the repossession by giving me notice and an opportunity to cure my default, if required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe you, you may take me to court to recover the difference (to the extent permitted by law); and
- (d) Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I agree to inform you in writing of any change in my address.

**FILING** - I authorize you to file a financing statement covering the Property. I agree to comply with and facilitate your requests in connection with obtaining possession of or control over the Property until this security agreement is terminated. A copy of this security agreement may be used as a financing statement when allowed by law.

## THIRD PARTY AGREEMENT

For the purposes of the provisions within this enclosure, "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to the terms of this note and security agreement but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this note or security agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guarantees) for the obligations of any Borrower.

**I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.**

NAME \_\_\_\_\_

X

## NOTICE TO COSIGNER

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

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

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

This notice is not the contract that makes you liable for the debt.

Attach FTC "Preservation of Consumer Claims and Defenses" Notice if Applicable

(Optional)  
Signed KRISTI J. JOHNSON For Lender  
Title ASSISTANT TREASURER

**SIGNATURES** - I AGREE TO THE TERMS SET OUT ON PAGES 1, 2 AND 3 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.

**COSIGNERS** - SEE NOTICE ABOVE BEFORE SIGNING.

Signature Samuel Carroll Vitullo  
SAMUEL CARROLL VITULLO

Signature \_\_\_\_\_

Signature Kimberly Jo Vitullo  
KIMBERLY JO VITULLO

Signature \_\_\_\_\_



MAIN OFFICE 11 N. Second Street PO Box 171 Clearfield, PA 16830 T (814) 765-7551 F (814) 765-2943

## 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 the Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717)780-1869).

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

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

#### COMMUNITY OFFICES

##### BRIDGE STREET OFFICE

Second & Bridge Streets  
Clearfield, PA 16830  
T (814) 765-1645  
F (814) 765-2672

##### GOLDENROD OFFICE

1935 Daisy Street  
Clearfield, PA 16830  
T (814) 768-5200  
F (814) 768-5206

##### CURWENSVILLE OFFICE

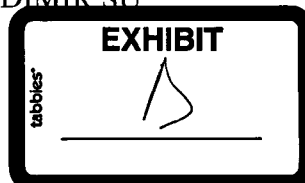
407 Walnut Street  
Curwensville, PA 16833  
T (814) 236-2441  
F (814) 236-4650

##### DuBOIS OFFICE

91 Beaver Drive  
DuBois, PA 15801  
T (814) 371-1400  
F (814) 371-2903

##### PHILIPSBURG OFFICE

19 Irwin Drive Extension  
Philipsburg, PA 16866  
T (814) 342-5750  
F (814) 342-7321



HOMEOWNER'S NAME(S):	Samuel Carroll Vitullo Kimberly Jo Vitullo
MAILING ADDRESS:	116 E. Cherry St. Clearfield PA 16830-2350
LOAN ACCT. NO.:	801534
ORIGINAL LENDER:	Clearfield Bank & Trust Company
CURRENT LENDER/SERVICER:	Clearfield Bank & Trust Company
DATE:	May 28, 2003

### 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 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 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: 421 E Pine Street, Curwensville PA

**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:

March, April & May @ \$414.95 = \$1,244.85

Other charges (explain/itemize): Late Charges of \$201.96

**TOTAL AMOUNT PAST DUE: \$1,446.81**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

---

**HOW TO CURE THE DEFAULT** --- You may cure the default within THIRTY (30) DAYS of the Date of this Notice by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,446.81, 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:

Clearfield Bank and Trust Company  
11 N. 2nd. Street, P.O. Box 171  
Clearfield, PA 16830

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

N/A

---

**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 the 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. 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 balance and all other sums due under the mortgage.

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

forth in this Notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** --- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately** 4 months from the date of this Notice. A notice of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

<b>Name of Lender:</b>	<b>CLEARFIELD BANK AND TRUST COMPANY</b>
<b>Address:</b>	<b>11 N. 2ND STREET, P.O. BOX 171</b>
	<b>CLEARFIELD, PA 16830</b>
<b>Phone Number:</b>	<b>(814) 765-7551 OR 1-888-765-7551</b>
<b>Fax Number:</b>	<b>(814) 765-2943</b>
<b>Contact Person:</b>	<b>LORI A. KURTZ</b>

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

**ASSUMPTION OF MORTGAGE** --- You        may or **XX** may not 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.

**PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE  
PROGRAM CONSUMER CREDIT COUNSELING AGENCIES**

CCCS of Western Pennsylvania, Inc  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100  
(814) 944-5747

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

Credit Counselors of PA  
401 Wood Street, Suite 906  
Pittsburgh, PA 15222  
(412) 338-9954 or 1 (800) 737-2933  
FAX (412) 338-9963

7 2004 05 25 42 59 12

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

Sent To: Samuel C. Vitullo

Postage \$  
Certified Fee  
Return Receipt Fee (Endorsement Required)  
Restricted Delivery Fee (Endorsement Required)  
Total Postage & Fees \$

Postmark: CLEARFIELD PA 16830 MAY 28 2003 USPS HAK

Sent To: Samuel C. Vitullo  
Street, Apt. No., or PO Box No.: 116 E. Cherry St.  
City, State, ZIP+4: Clearfield PA 16830-2350

PS Form 3800, June 2002 See Reverse for Instructions

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

Sent To: Kimberly Jo Vitullo

Postage \$  
Certified Fee  
Return Receipt Fee (Endorsement Required)  
Restricted Delivery Fee (Endorsement Required)  
Total Postage & Fees \$

Postmark: CLEARFIELD PA 16830 MAY 28 2003 USPS HAK

Sent To: Kimberly Jo Vitullo  
Street, Apt. No., or PO Box No.: 116 E. Cherry St.  
City, State, ZIP+4: Clearfield PA 16830-2350

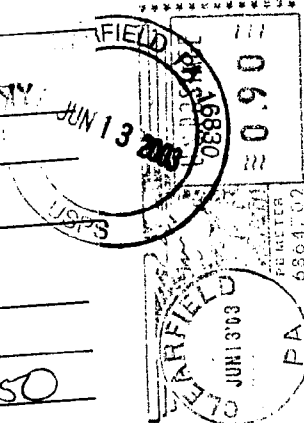
PS Form 3800, June 2002 See Reverse for Instructions

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

Received From:  
CLEARFIELD BANK & TRUST COMPANY  
11 NORTH SECOND STREET  
P.O. BOX 171  
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:  
Samuel Carroll Vitullo  
116 E. Cherry St.  
Clearfield PA 16830-2350  
HAK

PS Form 3817, January 2001

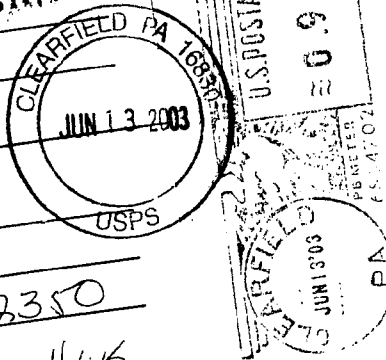


**U.S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:  
CLEARFIELD BANK & TRUST COMPANY  
11 NORTH SECOND STREET  
P.O. BOX 171  
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:  
Kimberly Jo Vitullo  
116 E. Cherry St.  
Clearfield PA 16830-2350  
HAK

PS Form 3817, January 2001



1/21/04 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
William A. Shaw  
Deputy Prothonotary

6-17-04 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
William A. Shaw  
Deputy Prothonotary

William A. Shaw  
Prothonotary/Clerk of Courts

FILED  
DEC 11 2003  
4 CC SHF  
My pd. 85.00

In The Court of Common Pleas of Clearfield County, Pennsylvania

CLEARFIELD BANK & TRUST COMPANY

VS.

VITULLO, SAMUEL C. & KIMBERLY JO

Sheriff Docket # 14925

03-1829-CD

COMPLAINT IN MORTGAGE FORECLOSURE

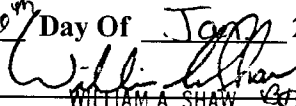
SHERIFF RETURNS

NOW JANUARY 16, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO SAMUEL C. VITULLO and KIMBERLY JO VITULLO, DEFENDANTS. SEVERAL ATTEMPTS MADE AT 116 E. CHERRY ST., CLEARFIELD, PA. NEVER HOME.

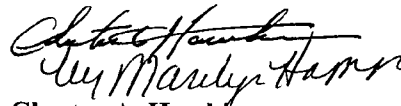
Return Costs

Cost	Description
29.37	SHERIFF HAWKINS PAID BY: ATTY Ck# 3770
20.00	SURCHARGE PAID BY: ATTY CK# 3771

Sworn to Before Me This

16<sup>th</sup> Day Of Jan 2004  
  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

  
Chester A. Hawkins  
Sheriff

FILED

01/30/04  
JAN 16 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

SAMUEL C. VITULLO AND KIMBERLY  
JO VITULLO

Defendants

No. 03-1829-C

Type of Pleading: COMPLAINT

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

ALAN F. KIRK, ESQUIRE

Supreme Court # 36893

1375 Martin Street, Suite 204

State College, PA 16803

(814) 234.2048

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765.2641

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

DEC 11 2003

Attest.

*[Signature]*  
Prothonotary/  
Clerk of Courts



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

CLEARFIELD BANK AND TRUST	:	No.
COMPANY,	:	
Plaintiff	:	
	:	Type of Pleading: COMPLAINT
vs.	:	
	:	
SAMUEL C. VITULLO AND KIMBERLY	:	Filed on Behalf of: Plaintiff
JO VITULLO	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**COMPLAINT**

NOW COMES, the Plaintiff, Clearfield Bank & Trust Company, by its attorney,  
Alan F. Kirk, Esquire, and files the within Complaint whereof the following is a statement:

1. The Plaintiff is CLEARFIELD BANK & TRUST COMPANY, a  
corporation, with a principal place of business of 11 North Second Street, P.O. Box 171  
Clearfield, Pennsylvania 16830.

2. The Defendants are SAMUEL C. VITULLO and KIMBERLY JO  
VITULLO, with a property address of 421 E. Pine Street, Curwensville, Pennsylvania  
16833 and a mailing address of 116 E. Cherry Street, Clearfield, Pennsylvania 16830.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated October 15, 2001, in the principal amount of **\$36,364.20** a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield Instrument No. 200116936 on October 22, 2001.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the County of Clearfield, First Ward Borough, Pennsylvania, a legal description is more fully described in the attached Exhibit "B".

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendant the sum of \$ 36,364.20 as set forth in Promissory Note dated October 15, 2001. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

6. The Defendant defaulted under the terms of the said loan by failing to make the monthly payment due July 27 2003, and subsequent monthly installments due since.

7. The Plaintiff has given the Defendant written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated May 28, 2003, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

8. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants have not availed themselves under the pertinent provisions of the Homeowners' Emergency Assistance Act.

9. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants are not on active duty with the armed forces of the United States.

10. The amounts due and owing under the terms of the said Mortgage are as follows:

(a)	Principal Balance	\$ 35,173.28
(b)	Interest per diem of 10.60016 from 5/27/03 to 12/05/03	\$ 2,126.64
(c)	Late Charges	301.96
(d)	Satisfaction Fee	\$ 18.50
(e)	Attorney Collection Fee	<u>\$ 3517.33</u>

**FINAL TOTAL** **\$ 41,137.71**

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendants in the amount of **\$41,137.71** plus interest at **11%**, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,



Date: **December 5, 2003**

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Alan F. Kirk, Esquire  
Attorney for Plaintiff

### **VERIFICATION**

I, WILLIAM A. SHINER, Senior Vice President and Secretary of CLEARFIELD BANK & TRUST COMPANY, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 PA. C.S.A. §4904 relating to unsworn falsification to authorities.

CLEARFIELD BANK & TRUST COMPANY

By: William A. Shiner  
William A. Shiner, Senior Vice President  
and Secretary

Date: 12/11/03

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200116936

RECORDED ON

JUL 22, 2001  
3:17:32 PM

Total Pages: 5

RECORDING FEES - \$15.00

CLERK'S FEE - \$1.00

QUANTITY IMPROVEMENT \$1.00

REORDER IMPROVEMENT FUND \$1.00

STATE WRIT TAX \$0.50

JUL \$17.50

CUSTOMER

CLEARFIELD BANK AND TRUST

Commonwealth of Pennsylvania

Space Above This Line For Recording Data

## MORTGAGE

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 10/15/01..... and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR:

SAMUEL CARROLL VITULLO  
KIMBERLY JO VITULLO  
116 E CHERRY ST  
CLEARFIELD PA 16830-2350

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgages, their signatures and acknowledgments.

LENDER:

CLEARFIELD BANK & TRUST COMPANY  
N. 2ND & BRIDGE STREETS  
CLEARFIELD, PA 16830

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

CLEARFIELD COUNTY VOL 1283 PAGE 152

The property is located in CLEARFIELD/1ST WARD BOROUGH.....  
(County)  
421 E PINE STREET....., CURWENVILLE....., Pennsylvania 16833.....  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 36,364.20..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument.
4. **SECURED DEBT.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)



- B. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- C. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due, and provide to Lender copies of all receipts on demand. Mortgagor agrees to make all payments when due and comply with all covenants of any prior security interest on the Property.
- 8. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
- 9. **PROPERTY CONDITION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary.
- 10. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed.
- 11. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements and rents, issues and profits. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.
- 12. **DEFAULT AND REMEDIES.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired

(page 2 of 4)

"EXHIBIT A"

All those certain pieces, parcels or tracts of land situate in the First Ward of the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the intersection of Pine Street and Pine Alley; thence Eastward by said Alley one hundred ninety (190) feet to Spruce Alley; thence Northward sixty (60) feet to Lot No. 108; thence Westward by said lot one hundred ninety (190) feet to Pine Street; thence Southward sixty (60) feet to the first names alley and place of beginning. Being Lot No. 109 in plan of said Borough.

☐ **NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.**

**SIGNATURES:** By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Samuel Carroll Vitullo 10/15/01  
(Signature) SAMUEL CARROLL VITULLO (Date)

Kimberly Jo Vitullo 10/15/01  
(Signature) KIMBERLY JO VITULLO (Date)

(Witness)

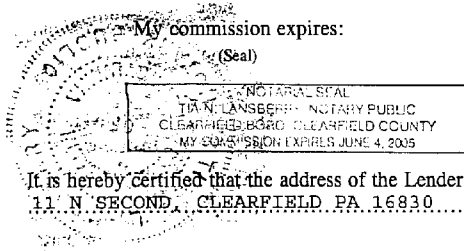
(Witness)

**ACKNOWLEDGMENT:**

COMMONWEALTH OF PENNSYLVANIA....., COUNTY OF Clearfield..... } ss.  
(Individual) On this, the 15th day of October, 2001....., before me Tia N. Lansberry....., the undersigned officer, personally appeared Samuel Carroll Vitullo & Kimberly Jo Vitullo....., known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.  
In witness whereof, I hereunto set my hand and official seal.

My commission expires:

(Seal)



Tia N. Lansberry  
NOTARY PUBLIC  
Title of Officer

It is hereby certified that the address of the Lender within named is: CLEARFIELD BANK AND TRUST COMPANY  
11 N SECOND, CLEARFIELD, PA 16830

Kristi J. Johnson  
KRISTI J. JOHNSON  
ASSISTANT TREASURER



All those certain pieces, parcels or tracts of land situate in the First Ward of the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the intersection of Pine Street and Pine Alley; thence Eastward by said Alley one hundred ninety (190) feet to Spruce Alley; thence Northward sixty (60) feet to Lot No. 108; thence Westward by said lot one hundred ninety (190) feet to Pine Street; thence Southward sixty (60) feet to the first names alley and place of beginning. Being Lot No. 109 in plan of said Borough.



<b>CLEARFIELD BANK &amp; TRUST COMPA.</b> 17. 2ND & BRIDGE STREETS CLEARFIELD, PA 16830  <b>LENDER'S NAME AND ADDRESS</b> "You" means the Lender, its successors and assigns.	<b>SAMUEL CARROLL VITULLO</b> <b>KIMBERLY JO VITULLO</b>  116 E CHERRY ST CLEARFIELD PA 16830-2350  <b>BORROWER'S NAME AND ADDRESS</b> "I" includes each Borrower above, jointly and severally.	Loan Number <u>801534</u> Date <u>10/15/01</u> Maturity Date <u>10/27/16</u> Loan Amount \$ <u>36,364.20</u> Renewal Of _____
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TERMS FOLLOWING A ☒ APPLY ONLY IF CHECKED

**NOTE** - For value received, I promise to pay to you, or your order, at your address above, the principal sum of: Thirty six thousand three hundred sixty four & 20/100 Dollars \$ 36,364.20  
 plus interest from OCTOBER 19, 2001 at the rate of 11.0000 % per year until OCTOBER 27, 2016  
☐ **ADDITIONAL FINANCE CHARGE** - I also agree to pay a nonrefundable fee of \$ \_\_\_\_\_, and it will be ☐ paid in cash. ☐ paid pro rata over the loan term. ☐ withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)  
☐ **VARIABLE RATE** - The rate above may change so as always to be \_\_\_\_\_ the following index rate \_\_\_\_\_

\_\_\_\_\_. The interest rate may not change more than \_\_\_\_\_ % each \_\_\_\_\_  
 The annual interest rate in effect on this note will not at any time be more than \_\_\_\_\_ % or less than \_\_\_\_\_ %. The interest rate in effect on this note may change (as often as) \_\_\_\_\_ (assuming there is a change in the base rate) and increase in the interest rate will cause an increase in ☐ the amount of each scheduled payment. ☐ the amount due at maturity. ☐ the number of payment

**PAYMENT** - I will pay this note as follows:

- (a) ☐ Interest due: \_\_\_\_\_  
 Principal due: \_\_\_\_\_  
 (b) ☒ This note has 180 payments. The first payment will be in the amount of \$ 414.95 and will be due 11/27/01  
 \_\_\_\_\_ A payment of \$ 414.95 will be due on the 27th day of each Month  
 thereafter. The final payment of the entire unpaid balance of principal and interest will be due OCTOBER 27, 2016

**INTEREST** - Interest accrues on a Actual/365 basis. ☐ **RETURNED CHECK CHARGE** - I agree to pay a fee of \$ \_\_\_\_\_ for each check, negotiable order of withdrawal or draft I issue in connection with this loan that is returned because it has been dishonored.  
☐ **MINIMUM FINANCE CHARGE** - I agree to pay a minimum finance charge of \$ \_\_\_\_\_ if I pay this loan off before you have earned that much in finance charges.

**LATE CHARGE** - I agree to pay a late charge on any installment or payment made more than 15 days after it is due equal to 5.000 % of the unpaid amount or \$ 20.00, whichever is Less.  
**POST-MATURITY INTEREST** - Interest will accrue after maturity on the unpaid balance of this note on the same basis as interest accrues before maturity, unless a specific post-maturity interest rate is agreed to in the next sentence.  
☒ Interest will accrue at the rate of 11.0000 % per year on the balance of this note not paid at maturity, including maturity by acceleration.

THE PURPOSE OF THIS LOAN IS - REWRITE #1079148

**SECURITY** - You have certain rights that may affect my property as explained on page 3. This loan ☒ is ☐ is not further secured.

- (a) ☒ This loan is secured by 421 E PINE STREET CURWENSVILLE PA 16833, dated 10/15/01  
 (b) ☐ **Security Agreement** - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 3 of this agreement.

This Property will be used for Family/Household purposes

ANNUAL PERCENTAGE RATE <small>The cost of my credit as a yearly rate.</small>	FINANCE CHARGE <small>The dollar amount the credit will cost me.</small>	AMOUNT FINANCED <small>The amount of credit provided to me or on my behalf.</small>	TOTAL OF PAYMENTS <small>The amount I will have paid when I have made all scheduled payments.</small>	I have the right to receive at this time an itemization of the Amount Financed.
11.0000 e %	\$ 38,323.71 e	\$ 36,364.20	\$ 74,687.91 e	<input checked="" type="checkbox"/> YES - I want an itemization. <input type="checkbox"/> NO - I do not want an itemization.
<b>My Payment Schedule will be:</b>				
Number of Payments	Amount of Payments	When Payments Are Due		
179	\$ 414.95	Monthly Beginning - NOVEMBER 27, 2001 e		
1	\$ 411.86	OCTOBER 27, 2016		
\$				
\$				

- ☐ This note has a demand feature. ☐ This note is payable on demand and all disclosures are based on an assumed maturity of one year.  
☐ **Variable Rate** (Check one) ☐ My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.  
☐ The annual percentage rate may increase during the term of this transaction if \_\_\_\_\_

Any increase will take the form of \_\_\_\_\_  
 If the rate increases by \_\_\_\_\_ % in \_\_\_\_\_, the \_\_\_\_\_ will increase to \_\_\_\_\_ The rate may not increase more often than once \_\_\_\_\_, and may not increase more than \_\_\_\_\_ % each \_\_\_\_\_. The rate will not go above \_\_\_\_\_ %.

**Security** - I am giving a security interest in: ☒ (brief description of other property)  
☐ the goods or property being purchased. 421 E PINE STREET CURWENSVILLE PA 16833  
☐ collateral securing other loans with you may also secure this loan. ☐ **Required Deposit** - The annual percentage rate does not take into account my required deposit.  
☒ my deposit accounts and other rights to the payment of money from you.

**Late Charge** - I will be charged a late charge on any payment made more than 15 days after it is due equal to 5.000 % of the unpaid amount, or \$ 20.00, whichever is Less

**Prepayment** - If I pay off this note early, I ☐ may ☒ will not have to pay a minimum finance charge.

☒ If I pay off this note early, I will not be entitled to a refund of part of the additional finance charge.

☒ **Assumption** - Someone buying the property securing this obligation will receive a copy of the obligation on the original terms. I can see my contract documents for any additional information about \_\_\_\_\_

**EXHIBIT**

**CREDIT INSURANCE** - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs. See Notice of Proposed Insurance below.

Type	Premium	Term
Credit Life		
Credit Disability		
Joint Credit Life		
Joint Disability		

Name of Insurer \_\_\_\_\_  
I ☐ do ☒ do not want credit life insurance.  
I ☐ do ☒ do not want credit disability insurance.  
I ☐ do ☒ do not want joint credit life insurance.  
I ☐ do ☒ do not want Joint Disability insurance.  
X Samuel C. Vitallo DOB \_\_\_\_\_  
X Ronald J. Vitallo DOB \_\_\_\_\_

**PROPERTY INSURANCE** - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

#### ITEMIZATION OF AMOUNT FINANCED

AMOUNT GIVEN TO ME DIRECTLY \$ \_\_\_\_\_  
AMOUNT PAID ON MY (LOAN) ACCOUNT \$ \_\_\_\_\_  
AMOUNTS PAID TO OTHERS ON MY BEHALF:  
to Insurance Companies \$ \_\_\_\_\_  
to Public Officials \$ \_\_\_\_\_  
CB&T #1079148 \$ 36,364.20  
\_\_\_\_\_  
\_\_\_\_\_  
(less) PREPAID FINANCE CHARGE(S) \$ \_\_\_\_\_

Amount Financed \$ 36,364.20

(Add all items financed and subtract prepaid finance charges.)

**SINGLE INTEREST INSURANCE** - I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

#### ADDITIONAL TERMS OF THE NOTE

**DEFINITIONS** - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

**APPLICABLE LAW** - This note and any agreement securing this note will be governed by the laws of the state of Pennsylvania. The federal Truth-in-Lending disclosures on page 1 and page 2 are disclosures only and are not intended to be terms of this agreement. The fact that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me. Any provisions that appoints you as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). By exercising any of your rights under this note, you do so for your sole benefit.

**NAME AND LOCATION** - My name and address indicated on page 1 are my exact legal name and my principal residence. I will provide you with at least 30 days notice prior to changing my name or principal residence.

**PAYMENTS** - Each payment I make on this loan will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on the interest rates (if variable) and my payment record. If any payment due under this loan does not equal or exceed the amount of interest due, you may, at your option, increase the amount of the payment due and all future payments to an amount that will pay off this loan in equal payments over the remaining term of this loan.

**PREPAYMENT** - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

**INTEREST** - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If "Variable Rate" is checked on page 1, I will pay interest at the rates in effect from time to time. Decreases in the interest rate for this note will have the opposite effect on payments that increases would have. The interest rate(s) and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan. You will figure a change in the interest rate by using the index rate in effect at the time the interest rate is to change. Changes in the index between scheduled changes in the interest rate will not affect the interest rate. If the index specified on page 1 ceases to exist, I agree that you may substitute a similar index for the original.

**INDEX** - If you and I have agreed that the interest rate on this note will be variable and will be related to an index, then the index you select will function only as a tool for setting the rate on this note. You do not guaranty, by selecting any index, that the interest rate on this note will have a particular relationship to the interest rate you charge on any other loans or any type or class of loans with your other customers.

**ACCRUAL METHOD** - The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1. For interest calculation, the accrual method will determine the number of days in a year. If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

**POST-MATURITY INTEREST** - Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified on page 1. For purposes of this section, final maturity occurs at the earliest of the following:

- If this loan is payable on demand, on the date you make demand for payment;
- If this loan is payable on demand with alternate payment date(s), on the date you make demand for payment or on the final alternate payment date, whichever is earlier;
- On the date of the last scheduled payment of principal;
- On the date you accelerate the due date of this loan (demand immediate payment); or
- Upon the entry of judgment on this note and applies to amounts owed under this note or under any such judgment until paid in full.

**ADVANCE PROCEDURE AND MEANS** - You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as You and I agree. The advance(s) will occur upon consummation of the loan and as You and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

**REAL ESTATE OR RESIDENCE SECURITY** - If this loan is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this agreement.

**DEFAULT** - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, I will be in default on this loan and any agreement securing this loan if any one or more of the following occurs:

- I fail to make a payment in full when due;
- I die, am declared incompetent, or become insolvent;

- I fail to keep any promise I have made in connection with this loan;
  - I fail to pay, or keep any other promise on, any other loan or agreement I have with you;
  - I make any written statement or provide any financial information that is untrue or inaccurate at the time it is provided;
  - Any creditor of mine attempts to collect any debt I owe through court proceedings, set-off or self-help repossession;
  - The Property is damaged, destroyed or stolen;
  - I fail to provide any additional security that you may require;
  - Any legal entity (such as a partnership or corporation) that has agreed to pay this note merges, dissolves, reorganizes, ends its business or existence, or a partner or majority stockholder dies or is declared incompetent; or
  - Anything else happens that causes you to believe that you will have difficulty collecting the amount I owe you.
- If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

**REMEDIES** - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, if I am in default on this loan or any agreement securing this loan, you may:

- Make unpaid principal, earned interest and all other agreed charges I owe you under this loan immediately due;
- Use the right of set-off as explained below;
- Demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;
- Make a claim for any and all insurance benefits or refunds that may be available on my default;
- Use any remedy you have under state or federal law; and
- Use any remedy given to you in any agreement securing this loan.

By choosing any one or more of these remedies you do not give up your right to use another remedy later. By deciding not to use any remedy should I be in default, you do not give up your right to consider the event a default if it happens again.

**COSTS OF COLLECTION AND ATTORNEYS' FEES** - I agree to pay you all reasonable costs you incur to collect this debt or realize on any security. This includes, unless prohibited by law, reasonable attorneys' fees. This provision also shall apply if I file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against me by another.

**SET-OFF** - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- Any deposit account balance I have with you;
- Any money owed to me on an item presented to you or in your possession for collection or exchange; and
- Any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**OTHER SECURITY** - Any present or future agreement securing any other debt I owe you also will secure the payment of this loan. Property securing another debt will not secure this loan if such property is my principal dwelling and you fail to provide any required notice of right of rescission. Also, property securing another debt will not secure this loan to the extent such property is in household goods.

**OBLIGATIONS INDEPENDENT** - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, release me or any of us, give up any right you may have against any of us, extend new credit to any of us, or renew or change this note one or more times and for any term, and I will still be obligated to pay this loan. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

**WAIVER** - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

**FINANCIAL STATEMENTS** - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

**PURCHASE MONEY LOAN** - If this is a Purchase Money Loan, you may include the name of the seller on the check or draft for this loan.

# ADDITIONAL TERMS OF THE SECURITY AGREEMENT

**SECURED OBLIGATIONS** - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Property described in this security agreement will not secure other such debts if you fail to give any required notice of the right of rescission with respect to the Property. Also, this security agreement will not secure other debts if this security interest is in household goods and the other debt is a consumer loan. This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement:

- (a) Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan; and
- (b) Payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

**PROPERTY** - The word "Property," as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word Property includes all my property fitting the general description. Property also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means property that now or later is attached to, is a part of, or results from the Property, and all supporting obligations. "Proceeds" includes anything acquired on the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising out of the Property; and any collections and distributions on account of the Property.

**OWNERSHIP AND DUTIES TOWARD PROPERTY** - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position.

I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

I will not use the Property for a purpose that will violate any laws or subject the Property to forfeiture or seizure.

**INSURANCE** - I agree to buy insurance on the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. You may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in Pennsylvania. The firm will be reasonably acceptable to you. I will keep the insurance until all debts secured by this agreement are paid.

**DEFAULT AND REMEDIES** - If I am in default, in addition to the remedies listed the note portion of this document and subject to any of the limitations in it "REAL ESTATE OR RESIDENCE SECURITY" paragraph, you may (after giving notice and waiting a period of time, if required by law):

- (a) Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to this loan and accrue interest on that amount at the interest rate(s) effect from time to time, on this note until paid in full;
- (b) Require me to gather the Property and any related records and make it available to you in a reasonable fashion;
- (c) Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease, dispose of the Property as provided by law. (If the Property includes a manufactured home, you will begin the repossession by giving me notice an opportunity to cure my default, if required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. what you receive from the sale of the Property is less than what I owe you you may take me to court to recover the difference (to the extent permitted by law); and
- (d) Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition agree to inform you in writing of any change in my address.

**FILING** - I authorize you to file a financing statement covering the Property. I agree to comply with and facilitate your requests in connection with obtaining possession of or control over the Property until this security agreement terminated. A copy of this security agreement may be used as a financing statement when allowed by law.

## THIRD PARTY AGREEMENT

For the purposes of the provisions within this enclosure, "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to the terms of this note and security agreement but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this note or security agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guaranties) for the obligations of any Borrower.

**I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.**

NAME \_\_\_\_\_

X

## NOTICE TO COSIGNER

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

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

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

This notice is not the contract that makes you liable for the debt.

Attach FTC "Preservation of Consumer Claims and Defenses" Notice if Applicable

(Optional)	
Signed	KRISTI J. JOHNSON For Lender
Title	ASSISTANT TREASURER

**SIGNATURES** - I AGREE TO THE TERMS SET OUT ON PAGES 1, 2 AND 3 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.

**COSIGNERS** - SEE NOTICE ABOVE BEFORE SIGNING.

Signature Samuel Carroll Vitullo  
SAMUEL CARROLL VITULLO

Signature Kimberly Jo Vitullo  
KIMBERLY JO VITULLO

Signature \_\_\_\_\_

Signature \_\_\_\_\_



## 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 the Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717)780-1869).

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

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

#### COMMUNITY OFFICES

##### BRIDGE STREET OFFICE

Second & Bridge Streets  
Clearfield, PA 16830  
T (814) 765-1645  
F (814) 765-2672

##### GOLDENROD OFFICE

1935 Daisy Street  
Clearfield, PA 16830  
T (814) 768-5200  
F (814) 768-5206

##### CURWENSVILLE OFFICE

407 Walnut Street  
Curwensville, PA 16833  
T (814) 236-2441  
F (814) 236-4650

##### DuBOIS OFFICE

91 Beaver Drive  
DuBois, PA 15801  
T (814) 371-1400  
F (814) 371-2903

##### PHILIPSBURG OFFICE

19 Irwin Drive Extension  
Philipsburg, PA 16866  
T (814) 342-5750  
F (814) 342-7321



HOMEOWNER'S NAME(S):	<u>Samuel Carroll Vitullo</u> <u>Kimberly Jo Vitullo</u>
MAILING ADDRESS:	<u>116 E. Cherry St.</u> <u>Clearfield PA 16830-2350</u>
LOAN ACCT. NO.:	<u>801534</u>
ORIGINAL LENDER:	<u>Clearfield Bank &amp; Trust Company</u>
CURRENT LENDER/SERVICER:	<u>Clearfield Bank &amp; Trust Company</u>
DATE:	<u>May 28, 2003</u>

### 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 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 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: 421 E Pine Street, Curwensville PA

**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:

March, April & May @ \$414.95 = \$1,244.85

Other charges (explain/itemize): Late Charges of \$201.96

**TOTAL AMOUNT PAST DUE: \$1,446.81**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

---

**HOW TO CURE THE DEFAULT** --- You may cure the default within THIRTY (30) DAYS of the **Date of this Notice** by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER**, WHICH IS \$ 1,446.81, 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:

Clearfield Bank and Trust Company  
11 N. 2nd. Street, P.O. Box 171  
Clearfield, PA 16830

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

N/A

---

**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 the 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. 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 balance and all other sums due under the mortgage.

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



forth in this Notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** --- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately** 4 months from the date of this Notice. A notice of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

<b>Name of Lender:</b>	<b>CLEARFIELD BANK AND TRUST COMPANY</b>
<b>Address:</b>	<b>11 N. 2ND STREET, P.O. BOX 171</b>
	<b>CLEARFIELD, PA 16830</b>
<b>Phone Number:</b>	<b>(814) 765-7551 OR 1-888-765-7551</b>
<b>Fax Number:</b>	<b>(814) 765-2943</b>
<b>Contact Person:</b>	<b>LORI A. KURTZ</b>

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

**ASSUMPTION OF MORTGAGE** --- You        may or **XX** may not 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.

**PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE  
PROGRAM CONSUMER CREDIT COUNSELING AGENCIES**

CCCS of Western Pennsylvania, Inc  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100  
(814) 944-5747

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

Credit Counselors of PA  
401 Wood Street, Suite 906  
Pittsburgh, PA 15222  
(412) 338-9954 or 1 (800) 737-2933  
FAX (412) 338-9963

7002 2002 0000 6874 5921

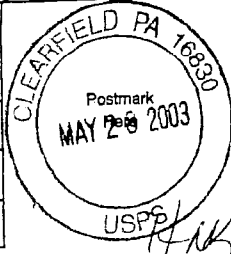
# CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Sent To Samuel C. Vitullo

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Street, Apt. No., or PO Box No. 116 E Cherry St  
City, State, ZIP+4 Clearfield PA 16830-2350

PS Form 3800, June 2002 See Reverse for Instructions

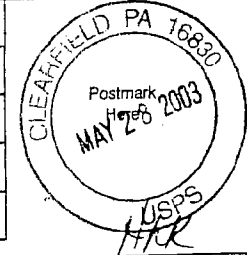
# CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Sent To Kimberly Jo Vitullo

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



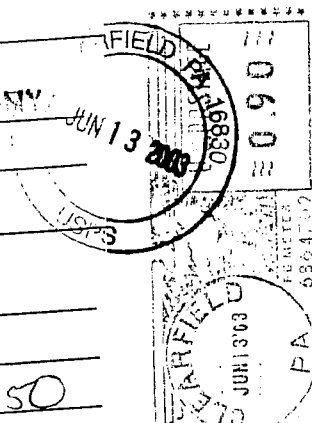
Street, Apt. No., or PO Box No. 116 E Cherry St  
City, State, ZIP+4 Clearfield PA 16830-2350

PS Form 3800, June 2002 See Reverse for Instructions

U.S. POSTAL SERVICE  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:  
CLEARFIELD BANK & TRUST COMPANY  
11 NORTH SECOND STREET  
P.O. BOX 171  
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:  
Samuel Carroll Vitullo  
116 E Cherry St  
Clearfield PA 16830-2350  
HNK

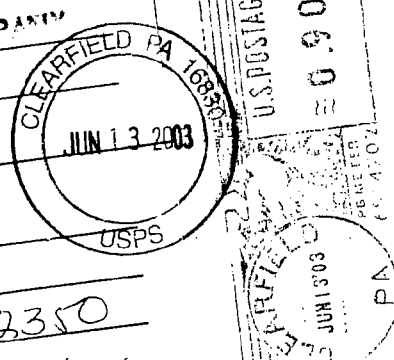


PS Form 3817, January 2001

U.S. POSTAL SERVICE  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:  
CLEARFIELD BANK & TRUST COMPANY  
11 NORTH SECOND STREET  
P.O. BOX 171  
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:  
Kimberly Jo Vitullo  
116 E Cherry St  
Clearfield PA 16830-2350  
HNK



PS Form 3817, January 2001

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

SAMUEL C. VITULLO AND KIMBERLY  
JO VITULLO

Defendants

No. 03-1829-CD

Type of Pleading: COMPLAINT

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

ALAN F. KIRK, ESQUIRE

Supreme Court # 36893

1375 Martin Street, Suite 204

State College, PA 16803

(814) 234.2048

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

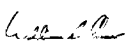
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765.2641

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

DEC 11 2003

Attest.

  
Prothonotary/  
Clerk of Courts

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

CLEARFIELD BANK AND TRUST	:	No.
COMPANY,	:	
Plaintiff	:	
	:	Type of Pleading: COMPLAINT
vs.	:	
	:	
SAMUEL C. VITULLO AND KIMBERLY	:	Filed on Behalf of: Plaintiff
JO VITULLO	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**COMPLAINT**

NOW COMES, the Plaintiff, Clearfield Bank & Trust Company, by its attorney,  
Alan F. Kirk, Esquire, and files the within Complaint whereof the following is a statement:

1. The Plaintiff is CLEARFIELD BANK & TRUST COMPANY, a  
corporation, with a principal place of business of 11 North Second Street, P.O. Box 171  
Clearfield, Pennsylvania 16830.

2. The Defendants are SAMUEL C. VITULLO and KIMBERLY JO  
VITULLO, with a property address of 421 E. Pine Street, Curwensville, Pennsylvania  
16833 and a mailing address of 116 E. Cherry Street, Clearfield, Pennsylvania 16830.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated October 15, 2001, in the principal amount of **\$36,364.20** a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield Instrument No. 200116936 on October 22, 2001.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the County of Clearfield, First Ward Borough, Pennsylvania, a legal description is more fully described in the attached Exhibit "B".

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendant the sum of \$ 36,364.20 as set forth in Promissory Note dated October 15, 2001. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

6. The Defendant defaulted under the terms of the said loan by failing to make the monthly payment due July 27 2003, and subsequent monthly installments due since.

7. The Plaintiff has given the Defendant written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated May 28, 2003, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

8. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants have not availed themselves under the pertinent provisions of the Homeowners' Emergency Assistance Act.

9. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants are not on active duty with the armed forces of the United States.


10. The amounts due and owing under the terms of the said Mortgage are as follows:

(a)	Principal Balance	\$ 35,173.28
(b)	Interest per diem of 10.60016 from 5/27/03 to 12/05/03	\$ 2,126.64
(c)	Late Charges	301.96
(d)	Satisfaction Fee	\$ 18.50
(e)	Attorney Collection Fee	<u>\$ 3517.33</u>

**FINAL TOTAL** **\$ 41,137.71**

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendants in the amount of **\$41,137.71** plus interest at **11%**, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,



Date: **December 5, 2003**

---

Alan F. Kirk, Esquire  
Attorney for Plaintiff

**VERIFICATION**

I, WILLIAM A. SHINER, Senior Vice President and Secretary of CLEARFIELD BANK & TRUST COMPANY, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 PA. C.S.A. §4904 relating to unsworn falsification to authorities.

CLEARFIELD BANK & TRUST COMPANY

By: William A. Shiner  
William A. Shiner, Senior Vice President  
and Secretary

Date: 12/11/03



KAREN L. STARK  
 REGISTER AND RECORDER  
 CLEARFIELD COUNTY  
 Pennsylvania  
 INSTRUMENT NUMBER  
 200116936  
 RECORDED ON  
 Oct 22, 2001  
 3:17:32 PM  
 Total Pages: 5  
 ECP REG FEES - \$15.00  
 ECL A  
 QUINITY IMPROVEMENT \$1.00  
 UND  
 ECDORER  
 IMPROVEMENT FUND \$1.00  
 STATE WRIT TAX \$0.50  
 JIAL \$17.50  
 CUSTOMER  
 CLEARFIELD BANK AND TRUST

Commonwealth of Pennsylvania

Space Above This Line For Recording Data

## MORTGAGE

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 10/15/01..... and the parties, their addresses and tax identification numbers, if required, are as follows:

**MORTGAGOR:**

SAMUEL CARROLL VITULLO  
 KIMBERLY JO VITULLO  
 116 E CHERRY ST  
 CLEARFIELD PA 16830-2350

- ☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

**LENDER:**

CLEARFIELD BANK & TRUST COMPANY  
 N. 2ND & BRIDGE STREETS  
 CLEARFIELD, PA 16830

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

CLEARFIELD COUNTY VOL 1283 PAGE 152

The property is located in CLEARFIELD/1ST WARD BOROUGH.....  
 (County)  
 421 E PINE STREET....., CURWENVILLE....., Pennsylvania 16833.....  
 (Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 36,364.20..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument.
4. **SECURED DEBT.** The term "Secured Debt" is defined as follows:  
 A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)



- B. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- C. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due, and provide to Lender copies of all receipts on demand. Mortgagor agrees to make all payments when due and comply with all covenants of any prior security interest on the Property.
- 8. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
- 9. **PROPERTY CONDITION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary.
- 10. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed.
- 11. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements and rents, issues and profits. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.
- 12. **DEFAULT AND REMEDIES.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired

(page 2 of 4)

"EXHIBIT A"

All those certain pieces, parcels or tracts of land situate in the First Ward of the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the intersection of Pine Street and Pine Alley; thence Eastward by said Alley one hundred ninety (190) feet to Spruce Alley; thence Northward sixty (60) feet to Lot No. 108; thence Westward by said lot one hundred ninety (190) feet to Pine Street; thence Southward sixty (60) feet to the first names alley and place of beginning. Being Lot No. 109 in plan of said Borough.

☐ NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.

**SIGNATURES:** By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Samuel Carroll Vitullo 10/15/01  
(Signature) SAMUEL CARROLL VITULLO (Date)

Kimberly Jo Vitullo 10/15/01  
(Signature) KIMBERLY JO VITULLO (Date)

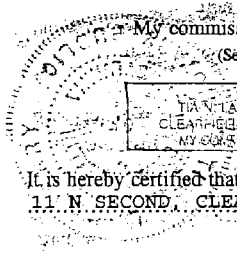
(Witness)

(Witness)

**ACKNOWLEDGMENT:**

COMMONWEALTH OF PENNSYLVANIA....., COUNTY OF Clearfield..... } ss.  
(Individual) On this, the 15th day of October 2001....., before me Tia N. Lansberry....., the undersigned officer, personally appeared Samuel Carroll Vitullo & Kimberly Jo Vitullo....., known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.  
In witness whereof, I hereunto set my hand and official seal.

My commission expires:  
(Seal)



NOTARIAL SEAL  
TIA N. LANSBERRY, NOTARY PUBLIC  
CLEARFIELD COUNTY, CLEARFIELD COUNTY  
MY COMMISSION EXPIRES JUNE 4, 2005

Tia N. Lansberry  
NOTARY PUBLIC  
Title of Officer

It is hereby certified that the address of the Lender within named is: CLEARFIELD BANK AND TRUST COMPANY  
11 N SECOND CLEARFIELD PA 16830

Kristi J. Johnson  
KRISTI J. JOHNSON  
ASSISTANT TREASURER

All those certain pieces, parcels or tracts of land situate in the First Ward of the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the intersection of Pine Street and Pine Alley; thence Eastward by said Alley one hundred ninety (190) feet to Spruce Alley; thence Northward sixty (60) feet to Lot No. 108; thence Westward by said lot one hundred ninety (190) feet to Pine Street; thence Southward sixty (60) feet to the first names alley and place of beginning. Being Lot No. 109 in plan of said Borough.



<b>CLEARFIELD BANK &amp; TRUST COMPA.</b> N. 2ND & BRIDGE STREETS CLEARFIELD, PA 16830  <b>LENDER'S NAME AND ADDRESS</b> "You" means the Lender, its successors and assigns.	<b>SAMUEL CARROLL VITULLO</b> <b>KIMBERLY JO VITULLO</b>  116 E CHERRY ST CLEARFIELD PA 16830-2350	Loan Number <u>801534</u> Date <u>10/15/01</u> Maturity Date <u>10/27/16</u> Loan Amount \$ <u>36,364.20</u> Renewal Of _____
	<b>BORROWER'S NAME AND ADDRESS</b> "I" includes each Borrower above, jointly and severally.	

TERMS FOLLOWING A ☒ APPLY ONLY IF CHECKED

**NOTE** - For value received, I promise to pay to you, or your order, at your address above, the principal sum of: Thirty six thousand three hundred sixty four & 20/100 Dollars \$ 36,364.20  
 plus interest from OCTOBER 19, 2001 at the rate of 11.0000 % per year until OCTOBER 27, 2016  
☐ **ADDITIONAL FINANCE CHARGE** - I also agree to pay a nonrefundable fee of \$ \_\_\_\_\_, and it will be ☐ paid in cash. ☐ paid pro rata over the loan term. ☐ withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)  
☐ **VARIABLE RATE** - The rate above may change so as always to be \_\_\_\_\_ the following index rate \_\_\_\_\_

\_\_\_\_\_. The interest rate may not change more than \_\_\_\_\_ % each \_\_\_\_\_  
 The annual interest rate in effect on this note will not at any time be more than \_\_\_\_\_ % or less than \_\_\_\_\_ %. The interest rate in effect on this note may change (as often as) \_\_\_\_\_ (assuming there is a change in the base rate) and \_\_\_\_\_ increase in the interest rate will cause an increase in ☐ the amount of each scheduled payment. ☐ the amount due at maturity. ☐ the number of payment

**PAYMENT** - I will pay this note as follows:

(a) ☐ Interest due: \_\_\_\_\_  
 Principal due: \_\_\_\_\_  
 (b) ☒ This note has 180 payments. The first payment will be in the amount of \$ 414.95 and will be due 11/27/01  
 A payment of \$ 414.95 will be due on the 27th day of each Month thereafter. The final payment of the entire unpaid balance of principal and interest will be due OCTOBER 27, 2016

**INTEREST** - Interest accrues on a Actual/365 basis. ☐ **RETURNED CHECK CHARGE** - I agree to pay a fee of \$ \_\_\_\_\_ for each check, negotiable order of withdrawal or draft I issue in connection with this loan that is returned because it has been dishonored.  
☐ **MINIMUM FINANCE CHARGE** - I agree to pay a minimum finance charge of \$ \_\_\_\_\_ if I pay this loan off before you have earned that much in finance charges. **POST-MATURITY INTEREST** - Interest will accrue after maturity on the unpaid balance of this note on the same basis as interest accrues before maturity, unless a specific post-maturity interest rate is agreed to in the next sentence.

☒ Interest will accrue at the rate of 11.0000 % per year on the balance of this note not paid at maturity, including maturity by acceleration.  
**LATE CHARGE** - I agree to pay a late charge on any installment or payment made more than 15 days after it is due equal to 5.000 % of the unpaid amount or \$ 20.00, whichever is Less. **THE PURPOSE OF THIS LOAN IS** - REWRITE #1079148

**SECURITY** - You have certain rights that may affect my property as explained on page 3. This loan ☒ is ☐ is not further secured.  
 (a) ☒ This loan is secured by 421 E PINE STREET CURWENSVILLE PA 16833, dated 10/15/01  
 (b) ☐ Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 3 of this agreement.

This Property will be used for Family/Household purposes

<b>ANNUAL PERCENTAGE RATE</b> The cost of my credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost me.	<b>AMOUNT FINANCED</b> The amount of credit provided to me or on my behalf.	<b>TOTAL OF PAYMENTS</b> The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an itemization of the Amount Financed.
11.0000 e %	\$ 38,323.71 e	\$ 36,364.20	\$ 74,687.91 e	<input checked="" type="checkbox"/> YES - I want an itemization. <input type="checkbox"/> NO - I do not want an itemization.

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
179	\$ 414.95	Monthly Beginning - NOVEMBER 27, 2001
1	\$ 411.86	OCTOBER 27, 2016

\$ \_\_\_\_\_ Filing Fees  
 \$ \_\_\_\_\_ Nonfiling Insurance

☐ This note has a demand feature. ☐ This note is payable on demand and all disclosures are based on an assumed maturity of one year.  
☐ **Variable Rate** (Check one) { ☐ My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.  
☐ The annual percentage rate may increase during the term of this transaction if \_\_\_\_\_

Any increase will take the form of \_\_\_\_\_  
 If the rate increases by \_\_\_\_\_ % in \_\_\_\_\_, the \_\_\_\_\_ will increase to \_\_\_\_\_ . The rate may not increase more often than once \_\_\_\_\_, and may not increase more than \_\_\_\_\_ % each \_\_\_\_\_. The rate will not go above \_\_\_\_\_ %.

**Security** - I am giving a security interest in: ☒ (brief description of other property)  
☐ the goods or property being purchased. 421 E PINE STREET CURWENSVILLE PA 16833  
☐ collateral securing other loans with you may also secure this loan. ☐ **Required Deposit** - The annual percentage rate does not take into account my required deposit.  
☒ my deposit accounts and other rights to the payment of money from you.

**Late Charge** - I will be charged a late charge on any payment made more than 15 days after it is due equal to 5.000 % of the unpaid amount, or \$ 20.00, whichever is Less.

**Prepayment** - If I pay off this note early, I ☐ may ☒ will not have to pay a minimum finance charge.  
☒ If I pay off this note early, I will not be entitled to a refund of part of the additional finance charge.

☒ **Assumption** - Someone buying the property securing this obligation can see my contract documents for any additional information about \_\_\_\_\_ under of the obligation on the original terms.  
 I can see my contract documents for any additional information about \_\_\_\_\_ payment before the scheduled date, and prepayment refunds and penalties.

**CREDIT INSURANCE** - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional fees. See Notice of Proposed Insurance below.

Type	Premium	Term
Credit Life		
Credit Disability		
Joint Credit Life		
Joint Disability		

Name of Insurer

- I ☐ do ☒ do not want credit life insurance.  
I ☐ do ☒ do not want credit disability insurance.  
I ☐ do ☒ do not want joint credit life insurance.  
I ☐ do ☒ do not want Joint Disability Insurance.

X Samuel C. Vitullo DOB \_\_\_\_\_  
X Remondus J. Vitullo DOB \_\_\_\_\_

**PROPERTY INSURANCE** - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

#### ITEMIZATION OF AMOUNT FINANCED

AMOUNT GIVEN TO ME DIRECTLY \$ \_\_\_\_\_

AMOUNT PAID ON MY (LOAN) ACCOUNT \$ \_\_\_\_\_

\$ \_\_\_\_\_

AMOUNTS PAID TO OTHERS ON MY BEHALF:

to Insurance Companies \$ \_\_\_\_\_

to Public Officials \$ \_\_\_\_\_

CB&T #1079148 \$ 36,364.20

\$ \_\_\_\_\_

\$ \_\_\_\_\_

(less) PREPAID FINANCE CHARGE(S) \$ \_\_\_\_\_

Amount Financed \$ 36,364.20

(Add all items financed and subtract prepaid finance charges.)

**SINGLE INTEREST INSURANCE** - I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

#### ADDITIONAL TERMS OF THE NOTE

**DEFINITIONS** - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorser, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

**APPLICABLE LAW** - This note and any agreement securing this note will be governed by the laws of the state of Pennsylvania. The federal Truth-in-Lending disclosures on page 1 and page 2 are disclosures only and are not intended to be terms of this agreement. The fact that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me. Any provisions that appoints you as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). By exercising any of your rights under this note, you do so for your sole benefit.

**NAME AND LOCATION** - My name and address indicated on page 1 are my exact legal name and my principal residence. I will provide you with at least 30 days notice prior to changing my name or principal residence.

**PAYMENTS** - Each payment I make on this loan will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on the interest rates (if variable) and my payment record. If any payment due under this loan does not equal or exceed the amount of interest due, you may, at your option, increase the amount of the payment due and all future payments to an amount that will pay off this loan in equal payments over the remaining term of this loan.

**PREPAYMENT** - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

**INTEREST** - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If "Variable Rate" is checked on page 1, I will pay interest at the rates in effect from time to time. Decreases in the interest rate for this note will have the opposite effect on payments that increases would have. The interest rate(s) and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan. You will figure a change in the interest rate by using the index rate in effect at the time the interest rate is to change. Changes in the index between scheduled changes in the interest rate will not affect the interest rate. If the index specified on page 1 ceases to exist, I agree that you may substitute a similar index for the original.

**INDEX** - If you and I have agreed that the interest rate on this note will be variable and will be related to an index, then the index you select will function only as a tool for setting the rate on this note. You do not guaranty, by selecting any index, that the interest rate on this note will have a particular relationship to the interest rate you charge on any other loans or any type or class of loans with your other customers.

**ACCRUAL METHOD** - The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1. For interest calculation, the accrual method will determine the number of days in a year. If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

**POST-MATURITY INTEREST** - Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified on page 1. For purposes of this section, final maturity occurs at the earliest of the following:

- If this loan is payable on demand, on the date you make demand for payment;
- If this loan is payable on demand with alternate payment date(s), on the date you make demand for payment or on the final alternate payment date, whichever is earlier;
- On the date of the last scheduled payment of principal;
- On the date you accelerate the due date of this loan (demand immediate payment); or
- Upon the entry of judgment on this note and applies to amounts owed under this note or under any such judgment until paid in full.

**ADVANCE PROCEDURE AND MEANS** - You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as You and I agree. The advance(s) will occur upon consummation of the loan and as You and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

**REAL ESTATE OR RESIDENCE SECURITY** - If this loan is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this agreement.

**DEFAULT** - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, I will be in default on this loan and any agreement securing this loan if any one or more of the following occurs:

- I fail to make a payment in full when due;
- I die, am declared incompetent, or become insolvent;

- I fail to keep any promise I have made in connection with this loan;
  - I fail to pay, or keep any other promise on, any other loan or agreement I have with you;
  - I make any written statement or provide any financial information that is untrue or inaccurate at the time it is provided;
  - Any creditor of mine attempts to collect any debt I owe through court proceedings, set-off or self-help repossession;
  - The Property is damaged, destroyed or stolen;
  - I fail to provide any additional security that you may require;
  - Any legal entity (such as a partnership or corporation) that has agreed to pay this note merges, dissolves, reorganizes, ends its business or existence, or a partner or majority stockholder dies or is declared incompetent; or
  - Anything else happens that causes you to believe that you will have difficulty collecting the amount I owe you.
- If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

**REMEDIES** - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, if I am in default on this loan or any agreement securing this loan, you may:

- Make unpaid principal, earned interest and all other agreed charges I owe you under this loan immediately due;
- Use the right of set-off as explained below;
- Demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;
- Make a claim for any and all insurance benefits or refunds that may be available on my default;
- Use any remedy you have under state or federal law; and
- Use any remedy given to you in any agreement securing this loan.

By choosing any one or more of these remedies you do not give up your right to use another remedy later. By deciding not to use any remedy should I be in default, you do not give up your right to consider the event a default if it happens again.

**COSTS OF COLLECTION AND ATTORNEYS' FEES** - I agree to pay you all reasonable costs you incur to collect this debt or realize on any security. This includes, unless prohibited by law, reasonable attorneys' fees. This provision also shall apply if I file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against me by another.

**SET-OFF** - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- Any deposit account balance I have with you;
- Any money owed to me on an item presented to you or in your possession for collection or exchange; and
- Any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**OTHER SECURITY** - Any present or future agreement securing any other debt I owe you also will secure the payment of this loan. Property securing another debt will not secure this loan if such property is my principal dwelling and you fail to provide any required notice of right of rescission. Also, property securing another debt will not secure this loan to the extent such property is in household goods.

**OBLIGATIONS INDEPENDENT** - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, release me or any of us, give up any right you may have against any of us, extend new credit to any of us, or renew or change this note one or more times and for any term, and I will still be obligated to pay this loan. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

**WAIVER** - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

**FINANCIAL STATEMENTS** - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

**PURCHASE MONEY LOAN** - If this is a Purchase Money Loan, you may include the name of the seller on the check or draft for this loan.

# ADDITIONAL TERMS OF THE SECURITY AGREEMENT

**SECURE OBLIGATIONS** - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Property described in this security agreement will not secure other such debts if you fail to give any required notice of the right of rescission with respect to the Property. Also, this security agreement will not secure other debts if this security interest is in household goods and the other debt is a consumer loan. This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement:

- (a) Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan; and
- (b) Payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

**PROPERTY** - The word "Property," as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word "Property" includes all my property fitting the general description. Property also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means property that now or later is attached to, is a part of, or results from the Property, and all supporting obligations. "Proceeds" includes anything acquired on the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising out of the Property; and any collections and distributions on account of the Property.

**OWNERSHIP AND DUTIES TOWARD PROPERTY** - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position.

I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

I will not use the Property for a purpose that will violate any laws or subject the Property to forfeiture or seizure.

**INSURANCE** - I agree to buy insurance on the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. You may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in Pennsylvania. The firm will be reasonably acceptable to you. I will keep the insurance until all debts secured by this agreement are paid.

**DEFAULT AND REMEDIES** - If I am in default, in addition to the remedies listed in the note portion of this document and subject to any of the limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph, you may (after giving notice and waiting a period of time, if required by law):

- (a) Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to this loan and accrue interest on that amount at the interest rate(s) effect from time to time, on this note until paid in full;
- (b) Require me to gather the Property and any related records and make it available to you in a reasonable fashion;
- (c) Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease, dispose of the Property as provided by law. (If the Property includes a manufactured home, you will begin the repossession by giving me notice of an opportunity to cure my default, if required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. What you receive from the sale of the Property is less than what I owe you, you may take me to court to recover the difference (to the extent permitted by law); and
- (d) Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition, agree to inform you in writing of any change in my address.

**FILING** - I authorize you to file a financing statement covering the Property. I agree to comply with and facilitate your requests in connection with obtaining possession of or control over the Property until this security agreement is terminated. A copy of this security agreement may be used as a financial statement when allowed by law.

## THIRD PARTY AGREEMENT

For the purposes of the provisions within this enclosure, "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to the terms of this note and security agreement but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this note or security agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guaranties) for the obligations of any Borrower.

**I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.**

NAME \_\_\_\_\_

X

## NOTICE TO COSIGNER

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

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

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

This notice is not the contract that makes you liable for the debt.

Attach FTC "Preservation of Consumer Claims and Defenses" Notice if Applicable

(Optional)	
Signed	KRISTI J. JOHNSON
Title	ASSISTANT TREASURER
For Lender	

**SIGNATURES** - I AGREE TO THE TERMS SET OUT ON PAGES 1, 2 AND 3 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.

**COSIGNERS** - SEE NOTICE ABOVE BEFORE SIGNING.

Signature Samuel Carroll Vitullo  
SAMUEL CARROLL VITULLO

Signature \_\_\_\_\_

Signature Kimberly Jo Vitullo  
KIMBERLY JO VITULLO

Signature \_\_\_\_\_





## 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 the Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717)780-1869).

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

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

#### COMMUNITY OFFICES

##### BRIDGE STREET OFFICE

Second & Bridge Streets  
Clearfield, PA 16830  
T (814) 765-1645  
F (814) 765-2672

##### GOLDENROD OFFICE

1935 Daisy Street  
Clearfield, PA 16830  
T (814) 768-5200  
F (814) 768-5206

##### CURWENSVILLE OFFICE

407 Walnut Street  
Curwensville, PA 16833  
T (814) 236-2441  
F (814) 236-4650

##### DuBOIS OFFICE

91 Beaver Drive  
DuBois, PA 15801  
T (814) 371-1400  
F (814) 371-2903

##### PHILIPSBURG OFFICE

19 Irwin Drive Extension  
Phillipsburg, PA 16866  
T (814) 342-5750  
F (814) 342-7321



HOMEOWNER'S NAME(S):	Samuel Carroll Vitullo Kimberly Jo Vitullo
MAILING ADDRESS:	116 E. Cherry St. Clearfield PA 16830-2350
LOAN ACCT. NO.:	801534
ORIGINAL LENDER:	Clearfield Bank & Trust Company
CURRENT LENDER/SERVICER:	Clearfield Bank & Trust Company
DATE:	May 28, 2003

#### 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 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 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: 421 E Pine Street, Curwensville PA

**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:

March, April & May @ \$414.95 = \$1,244.85

Other charges (explain/itemize): Late Charges of \$201.96

**TOTAL AMOUNT PAST DUE: \$1,446.81**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

---

**HOW TO CURE THE DEFAULT** --- You may cure the default within THIRTY (30) DAYS of the **Date of this Notice** by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER**, WHICH IS \$ 1,446.81, 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:

Clearfield Bank and Trust Company  
11 N. 2nd. Street, P.O. Box 171  
Clearfield, PA 16830

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

N/A

---

**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 the 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. 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 balance and all other sums due under the mortgage.

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

forth in this Notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** --- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately** 4 months from the date of this Notice. A notice of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

<b><u>Name of Lender:</u></b>	<b><u>CLEARFIELD BANK AND TRUST COMPANY</u></b>
<b><u>Address:</u></b>	<b><u>11 N. 2ND STREET, P.O. BOX 171</u></b>
	<b><u>CLEARFIELD, PA 16830</u></b>
<b><u>Phone Number:</u></b>	<b><u>(814) 765-7551 OR 1-888-765-7551</u></b>
<b><u>Fax Number:</u></b>	<b><u>(814) 765-2943</u></b>
<b><u>Contact Person:</u></b>	<b><u>LORI A. KURTZ</u></b>

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

**ASSUMPTION OF MORTGAGE** --- You        may or **XX** may not 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.

**PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE  
PROGRAM CONSUMER CREDIT COUNSELING AGENCIES**

CCCS of Western Pennsylvania, Inc  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100  
(814) 944-5747

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

Credit Counselors of PA  
401 Wood Street, Suite 906  
Pittsburgh, PA 15222  
(412) 338-9954 or 1 (800) 737-2933  
FAX (412) 338-9963

7002 2030 0000 6874 5921

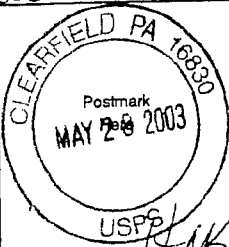
# CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Sent To Samuel C. Vitullo

Postage \$  
Certified Fee  
Return Receipt Fee  
(Endorsement Required)  
Restricted Delivery Fee  
(Endorsement Required)  
Total Postage & Fees \$



Street, Apt. No.,  
or PO Box No. 116 E Cherry St  
City, State, ZIP+4 Clearfield PA 16830-2350

PS Form 3800, June 2002

See Reverse for Instructions

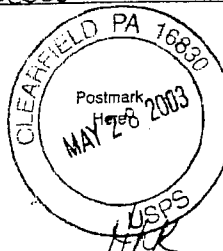
# CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Sent To Kimberly Jo Vitullo

Postage  
Certified Fee  
Return Receipt Fee  
(Endorsement Required)  
Restricted Delivery Fee  
(Endorsement Required)  
Total Postage & Fees \$



Street, Apt. No.,  
or PO Box No. 116 E Cherry St  
City, State, ZIP+4 Clearfield PA 16830-2350

PS Form 3800, June 2002

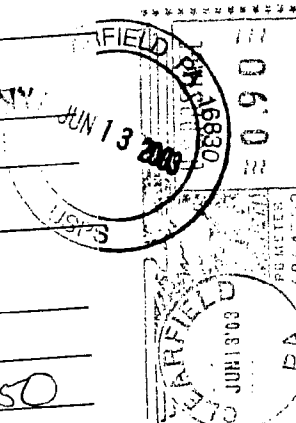
See Reverse for Instructions

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

Received From:  
CLEARFIELD BANK & TRUST COMPANY  
11 NORTH SECOND STREET  
P.O. BOX 171  
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:  
Samuel Carroll Vitullo  
116 E Cherry St  
Clearfield PA 16830-2350  
HAK

PS Form 3817, January 2001

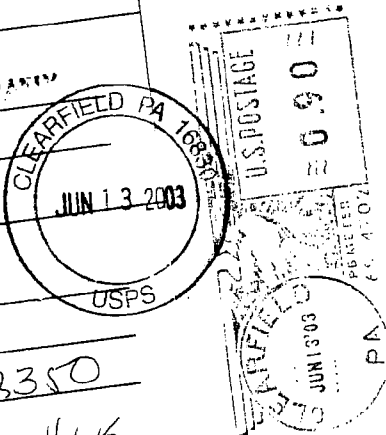


U.S. POSTAL SERVICE  
CERTIFICATE OF MAILING  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

Received From:  
CLEARFIELD BANK & TRUST COMPANY  
11 NORTH SECOND STREET  
P.O. BOX 171  
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:  
Kimberly Jo Vitullo  
116 E Cherry St  
Clearfield PA 16830-2350  
HAK

PS Form 3817, January 2001



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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 03-1829-CD
	:	
Plaintiff	:	
	:	Type of Pleading: PRAECIPE
vs.	:	
	:	
SAMUEL C. VITULLO and KIMBERLY JO VITULLO	:	Filed on Behalf of: Plaintiff
	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**PRAECIPE**

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Kindly reissue and reinstate the Complaint in the above-captioned matter due to the inability of the Sheriff's Department to serve the above Defendants within 30 days of the filing of the Complaint.

*Alan F. Kirk*

---

Alan F. Kirk, Esquire  
Counsel for Plaintiff  
1375 Martin Street, Suite 204  
State College, PA 16803  
814.234.2048 (Phone)  
814.234.4166 (Fax)

FILED

JAN 21 2004

WILLIAM J. TILLEY  
PROTHONOTARY



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

CLEARFIELD BANK & TRUST COMPANY

VS.

VITULLO, SAMUEL C. & KIMBERLY JO

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 14925

03-1829-CD

**SHERIFF RETURNS**

NOW FEBRUARY 18, 2004 AT 12:00 NOON SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SAMUEL C. VITULLO, DEFENDANT AT EMPLOYMENT, BOB'S ARMY & NAVY STORE, MARKET ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SAMUEL C. VITULLO 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 FEBRUARY 20, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO KIMBERLY JO VITULLO, DEFENDANT. ACCORDING TO HUSBAND SHE RESIDES IN THE STATE OF INDIANA, UNKNOWN ADDRESS.

**Return Costs**

Cost	Description
20.74	SHERIFF HAWKINS PAID BY: ATTY CK# 213
20.00	SURCHARGE PAID BY: ATTY.

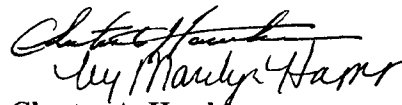
Sworn to Before Me This

20 Day Of FEB 2004



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

So Answers,



Chester A. Hawkins  
Sheriff

**FILED**

FEB 20 2004

013:30 PM  
William A. Shaw

Prothonotary/Clerk of Courts



*Willi...*  
Deputy Prothonotary

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

CLEARFIELD BANK AND TRUST : No. 03-1829-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: COMPLAINT  
SAMUEL C. VITULLO AND KIMBERLY :  
JO VITULLO : Filed on Behalf of: Plaintiff  
Defendants :  
Counsel of Record for this Party:  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893  
1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765.2641

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

DEC 11 2003

Attest. *William A. Blinn*  
Prothonotary/  
Clerk of Courts

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

CLEARFIELD BANK AND TRUST	:	No.
COMPANY,	:	
Plaintiff	:	
	:	Type of Pleading: COMPLAINT
vs.	:	
	:	
SAMUEL C. VITULLO AND KIMBERLY	:	Filed on Behalf of: Plaintiff
JO VITULLO	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**COMPLAINT**

NOW COMES, the Plaintiff, Clearfield Bank & Trust Company, by its attorney,  
Alan F. Kirk, Esquire, and files the within Complaint whereof the following is a statement:

1. The Plaintiff is CLEARFIELD BANK & TRUST COMPANY, a  
corporation, with a principal place of business of 11 North Second Street, P.O. Box 171  
Clearfield, Pennsylvania 16830.

2. The Defendants are SAMUEL C. VITULLO and KIMBERLY JO  
VITULLO, with a property address of 421 E. Pine Street, Curwensville, Pennsylvania  
16833 and a mailing address of 116 E. Cherry Street, Clearfield, Pennsylvania 16830.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated October 15, 2001, in the principal amount of **\$36,364.20** a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield Instrument No. 200116936 on October 22, 2001.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the County of Clearfield, First Ward Borough, Pennsylvania, a legal description is more fully described in the attached Exhibit "B".

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendant the sum of \$ 36,364.20 as set forth in Promissory Note dated October 15, 2001. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

6. The Defendant defaulted under the terms of the said loan by failing to make the monthly payment due July 27 2003, and subsequent monthly installments due since.

7. The Plaintiff has given the Defendant written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated May 28, 2003, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

8. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants have not availed themselves under the pertinent provisions of the Homeowners' Emergency Assistance Act.

9. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants are not on active duty with the armed forces of the United States.

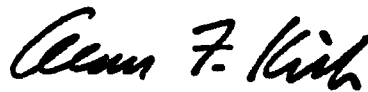
10. The amounts due and owing under the terms of the said Mortgage are as follows:

(a)	Principal Balance	\$ 35,173.28
(b)	Interest per diem of 10.60016 from 5/27/03 to 12/05/03	\$ 2,126.64
(c)	Late Charges	301.96
(d)	Satisfaction Fee	\$ 18.50
(e)	Attorney Collection Fee	<u>\$ 3517.33</u>

**FINAL TOTAL** **\$ 41,137.71**

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendants in the amount of **\$41,137.71** plus interest at **11%**, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,



Date: **December 5, 2003**

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Alan F. Kirk, Esquire  
Attorney for Plaintiff

**VERIFICATION**

I, WILLIAM A. SHINER, Senior Vice President and Secretary of CLEARFIELD BANK & TRUST COMPANY, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 PA. C.S.A. §4904 relating to unsworn falsification to authorities.

CLEARFIELD BANK & TRUST COMPANY

By: William A. Shiner  
William A. Shiner, Senior Vice President  
and Secretary

Date: 12/11/03

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200116936  
RECORDED ON  
Oct 22, 2001  
3:17:32 PM  
Total Pages: 5

CORRECTION FEES - \$15.00  
CL &  
UNIT IMPROVEMENT \$1.00  
CORDER  
PROVEMENT FUND \$1.00  
ATE WRIT TAX \$0.50  
TAL \$17.50  
CUSTOMER  
CLEARFIELD BANK AND TRUST

Commonwealth of Pennsylvania

Space Above This Line For Recording Data

## MORTGAGE

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 10/15/01..... and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR:

SAMUEL CARROLL VITULLO  
KIMBERLY JO VITULLO  
116 E CHERRY ST  
CLEARFIELD PA 16830-2350

- ☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER:

CLEARFIELD BANK & TRUST COMPANY  
N. 2ND & BRIDGE STREETS  
CLEARFIELD, PA 16830

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

CLEARFIELD COUNTY VOL 1283 PAGE 152

The property is located in CLEARFIELD/1ST WARD BOROUGH.....  
(County)  
421 E PINE STREET....., CURWENVILLE....., Pennsylvania 16833.....  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 36,364.20..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument.
4. **SECURED DEBT.** The term "Secured Debt" is defined as follows:  
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)



- B. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- C. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due, and provide to Lender copies of all receipts on demand. Mortgagor agrees to make all payments when due and comply with all covenants of any prior security interest on the Property.
- 8. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
- 9. **PROPERTY CONDITION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary.
- 10. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed.
- 11. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements and rents, issues and profits. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.
- 12. **DEFAULT AND REMEDIES.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired

(page 2 of 4)



"EXHIBIT A"

All those certain pieces, parcels or tracts of land situate in the First Ward of the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the intersection of Pine Street and Pine Alley; thence Eastward by said Alley one hundred ninety (190) feet to Spruce Alley; thence Northward sixty (60) feet to Lot No. 108; thence Westward by said lot one hundred ninety (190) feet to Pine Street; thence Southward sixty (60) feet to the first names alley and place of beginning. Being Lot No. 109 in plan of said Borough.

☐ NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.

**SIGNATURES:** By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Samuel Carroll Vitullo 10/15/01  
(Signature) SAMUEL CARROLL VITULLO (Date)

Kimberly Jo Vitullo 10/15/01  
(Signature) KIMBERLY JO VITULLO (Date)

.....  
(Witness)

.....  
(Witness)

**ACKNOWLEDGMENT:**

COMMONWEALTH OF PENNSYLVANIA....., COUNTY OF Clearfield..... } ss.

(Individual) On this, the 15th day of October 2001....., before me Tia N. Lansberry....., the undersigned officer, personally appeared Samuel Carroll Vitullo & Kimberly Jo Vitullo....., known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

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

My commission expires:

(Seal)



NOTARIAL SEAL  
TIA N. LANSBERRY, NOTARY PUBLIC  
CLEARFIELD COUNTY, CLEARFIELD COUNTY  
MY COMMISSION EXPIRES JUNE 4, 2005

Tia N. Lansberry  
.....  
NOTARY PUBLIC  
Title of Officer

It is hereby certified that the address of the Lender within named is: CLEARFIELD BANK AND TRUST COMPANY  
11 N. SECOND, CLEARFIELD PA 16830

Kristi J. Johnson  
.....  
KRISTI J. JOHNSON  
ASSISTANT TREASURER

All those certain pieces, parcels or tracts of land situate in the First Ward of the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the intersection of Pine Street and Pine Alley; thence Eastward by said Alley one hundred ninety (190) feet to Spruce Alley; thence Northward sixty (60) feet to Lot No. 108; thence Westward by said lot one hundred ninety (190) feet to Pine Street; thence Southward sixty (60) feet to the first names alley and place of beginning. Being Lot No. 109 in plan of said Borough.



CLEARFIELD BANK & TRUST COMPAN  
N. 2ND & BRIDGE STREETS  
CLEARFIELD, PA 16830

LENDER'S NAME AND ADDRESS  
"You" means the Lender, its successors and assigns.

SAMUEL CARROLL VITULLO

KIMBERLY JO VITULLO

116 E CHERRY ST

CLEARFIELD PA 16830-2350

BORROWER'S NAME AND ADDRESS  
"I" includes each Borrower above, jointly and severally.

Loan Number 80153  
Date 10/15/01  
Maturity Date 10/27/11  
Loan Amount \$ 36,364.20  
Renewal Of

TERMS FOLLOWING A ☒ APPLY ONLY IF CHECKED

NOTE - For value received, I promise to pay to you, or your order, at your address above, the principal sum of:  
Thirty six thousand three hundred sixty four & 20/100

Dollars \$ 36,364.20

plus interest from OCTOBER 19, 2001 at the rate of 11.0000 % per year until OCTOBER 27, 2016

☐ ADDITIONAL FINANCE CHARGE - I also agree to pay a nonrefundable fee of \$ , and it will be ☐ paid in cash. ☐ paid pro rata over loan term. ☐ withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

☐ VARIABLE RATE - The rate above may change so as always to be the following index:

The interest rate may not change more than % each  
The annual interest rate in effect on this note will not at any time be more than % or less than %. The interest rate in effect on this note may change (as often as) (assuming there is a change in the base rate) and increase in the interest rate will cause an increase in ☐ the amount of each scheduled payment. ☐ the amount due at maturity. ☐ the number of payments

PAYMENT - I will pay this note as follows:

(a) ☐ Interest due:

Principal due:

(b) ☒ This note has 180 payments. The first payment will be in the amount of \$ 414.95 and will be due 11/27/01  
A payment of \$ 414.95 will be due on the 27th day of each Month

thereafter. The final payment of the entire unpaid balance of principal and interest will be due OCTOBER 27, 2016

INTEREST - Interest accrues on a Actual/365 basis.

☐ MINIMUM FINANCE CHARGE - I agree to pay a minimum finance charge of \$ if I pay this loan off before you have earned that much in finance charges.

LATE CHARGE - I agree to pay a late charge on any installment or payment made more than 15 days after it is due equal to 5.000 % of the unpaid amount or \$ 20.00 , whichever is Less

☐ RETURNED CHECK CHARGE - I agree to pay a fee of \$ for each check, negotiable order of withdrawal or draft I issue in connection with this loan that is returned because it has been dishonored.

POST-MATURITY INTEREST - Interest will accrue after maturity on the unpaid balance of this note on the same basis as interest accrues before maturity, unless a specific post-maturity interest rate is agreed to in the next sentence.

☒ Interest will accrue at the rate of 11.0000 % per year on balance of this note not paid at maturity, including maturity by acceleration.

THE PURPOSE OF THIS LOAN IS - REWRITE #1079148

SECURITY - You have certain rights that may affect my property as explained on page 3. This loan ☒ is ☐ is not further secured.

(a) ☒ This loan is secured by 421 E PINE STREET CURWENSVILLE PA 16833 , dated 10/15/01

(b) ☐ Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations agreement secures are defined on page 3 of this agreement.

This Property will be used for Family/Household purposes

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.		FINANCE CHARGE The dollar amount the credit will cost me.		AMOUNT FINANCED The amount of credit provided to me or on my behalf.		TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.		I have the right to receive at this time an itemization of the Amount Financed.	
11.0000 e %		\$ 38,323.71 e		\$ 36,364.20		\$ 74,687.91 e		<input checked="" type="checkbox"/> YES - I want an itemization.	
My Payment Schedule will be:									
Number of Payments	Amount of Payments		When Payments Are Due						
179	\$ 414.95		Monthly Beginning - NOVEMBER 27, 2001 e						
1	\$ 411.86		OCTOBER 27, 2016						
	\$								
	\$								
<input type="checkbox"/> This note has a demand feature. <input type="checkbox"/> This note is payable on demand and all disclosures are based on an assumed maturity of one year.									
<input type="checkbox"/> Variable Rate (Check one) <input type="checkbox"/> My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier. <input type="checkbox"/> The annual percentage rate may increase during the term of this transaction if									
Any increase will take the form of									
If the rate increases by % in , the									
will increase to . The rate may not increase more often than once , and may not increase more than % each . The rate will not go above %.									
Security - I am giving a security interest in: <input checked="" type="checkbox"/> (brief description of other property) 421 E PINE STREET CURWENSVILLE PA 16833									
<input type="checkbox"/> the goods or property being purchased.									
<input type="checkbox"/> collateral securing other loans with you may also secure this loan.									
<input checked="" type="checkbox"/> my deposit accounts and other rights to the payment of money from you.									
<input type="checkbox"/> Required Deposit - The annual percentage rate does not take into account my required deposit.									
Late Charge - I will be charged a late charge on any payment made more than 15 days after it is due equal to 5.000 % of the unpaid amount or \$ 20.00 , whichever is Less									
Prepayment - If I pay off this note early, I <input type="checkbox"/> may <input checked="" type="checkbox"/> will not have to pay a minimum finance charge.									
<input checked="" type="checkbox"/> If I pay off this note early, I will not be entitled to a refund of part of the additional finance charge.									
<input checked="" type="checkbox"/> Assumption - Someone buying the property securing this obligation will assume the obligation on the original terms.									
I can see my contract documents for any additional information about									

**CREDIT INSURANCE** - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs. See Notice of Proposed Insurance below.

Type	Premium	Term
Credit Life		
Credit Disability		
Joint Credit Life		
<b>Joint Disability</b>		
Name of Insurer _____		
I <input type="checkbox"/> do <input checked="" type="checkbox"/> do not want credit life insurance.		
I <input type="checkbox"/> do <input checked="" type="checkbox"/> do not want credit disability insurance.		
I <input type="checkbox"/> do <input checked="" type="checkbox"/> do not want joint credit life insurance.		
I <input type="checkbox"/> do <input checked="" type="checkbox"/> do not want <b>Joint Disability</b> insurance.		
X	<i>Samuel C. Vitullo</i>	DOB _____
X	<i>David J. Vitullo</i>	DOB _____

**PROPERTY INSURANCE** - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

#### ITEMIZATION OF AMOUNT FINANCED

AMOUNT GIVEN TO ME DIRECTLY	\$ _____
AMOUNT PAID ON MY (LOAN) ACCOUNT	\$ _____
AMOUNTS PAID TO OTHERS ON MY BEHALF:	
to Insurance Companies	\$ _____
to Public Officials	\$ _____
CB&T #1079148	\$ 36,364.20
	\$ _____
(less) PREPAID FINANCE CHARGE(S)	\$ _____
Amount Financed	\$ 36,364.20
(Add all items financed and subtract prepaid finance charges.)	

**SINGLE INTEREST INSURANCE** - I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

#### ADDITIONAL TERMS OF THE NOTE

**DEFINITIONS** - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorser, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

**APPLICABLE LAW** - This note and any agreement securing this note will be governed by the laws of the state of Pennsylvania. The federal Truth-in-Lending disclosures on page 1 and page 2 are disclosures only and are not intended to be terms of this agreement. The fact that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me. Any provisions that appoints you as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). By exercising any of your rights under this note, you do so for your sole benefit.

**NAME AND LOCATION** - My name and address indicated on page 1 are my exact legal name and my principal residence. I will provide you with at least 30 days notice prior to changing my name or principal residence.

**PAYMENTS** - Each payment I make on this loan will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on the interest rates (if variable) and my payment record. If any payment due under this loan does not equal or exceed the amount of interest due, you may, at your option, increase the amount of the payment due and all future payments to an amount that will pay off this loan in equal payments over the remaining term of this loan.

**PREPAYMENT** - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

**INTEREST** - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If "Variable Rate" is checked on page 1, I will pay interest at the rates in effect from time to time. Decreases in the interest rate for this note will have the opposite effect on payments that increases would have. The interest rate(s) and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan. You will figure a change in the interest rate by using the index rate in effect at the time the interest rate is to change. Changes in the index between scheduled changes in the interest rate will not affect the interest rate. If the index specified on page 1 ceases to exist, I agree that you may substitute a similar index for the original.

**INDEX** - If you and I have agreed that the interest rate on this note will be variable and will be related to an index, then the index you select will function only as a tool for setting the rate on this note. You do not guaranty, by selecting any index, that the interest rate on this note will have a particular relationship to the interest rate you charge on any other loans or any type or class of loans with your other customers.

**ACCRAU METHOD** - The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1. For interest calculation, the accrual method will determine the number of days in a year. If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

**POST-MATURITY INTEREST** - Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified on page 1. For purposes of this section, final maturity occurs at the earliest of the following:

- If this loan is payable on demand, on the date you make demand for payment;
- If this loan is payable on demand with alternate payment date(s), on the date you make demand for payment or on the final alternate payment date, whichever is earlier;
- On the date of the last scheduled payment of principal;
- On the date you accelerate the due date of this loan (demand immediate payment); or
- Upon the entry of judgment on this note and applies to amounts owed under this note or under any such judgment until paid in full.

**ADVANCE PROCEDURE AND MEANS** - You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as You and I agree. The advance(s) will occur upon consummation of the loan and as You and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

**REAL ESTATE OR RESIDENCE SECURITY** - If this loan is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this agreement.

**DEFAULT** - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, I will be in default on this loan and any agreement securing this loan if any one or more of the following occurs:

- I fail to make a payment in full when due;
- I die, am declared incompetent, or become insolvent;

- I fail to keep any promise I have made in connection with this loan;
  - I fail to pay, or keep any other promise on, any other loan or agreement I have with you;
  - I make any written statement or provide any financial information that is untrue or inaccurate at the time it is provided;
  - Any creditor of mine attempts to collect any debt I owe through court proceedings, set-off or self-help repossession;
  - The Property is damaged, destroyed or stolen;
  - I fail to provide any additional security that you may require;
  - Any legal entity (such as a partnership or corporation) that has agreed to pay this note merges, dissolves, reorganizes, ends its business or existence, or a partner or majority stockholder dies or is declared incompetent; or
  - Anything else happens that causes you to believe that you will have difficulty collecting the amount I owe you.
- If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

**REMEDIES** - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, if I am in default on this loan or any agreement securing this loan, you may:

- Make unpaid principal, earned interest and all other agreed charges I owe you under this loan immediately due;
- Use the right of set-off as explained below;
- Demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;
- Make a claim for any and all insurance benefits or refunds that may be available on my default;
- Use any remedy you have under state or federal law; and
- Use any remedy given to you in any agreement securing this loan.

By choosing any one or more of these remedies you do not give up your right to use another remedy later. By deciding not to use any remedy should I be in default, you do not give up your right to consider the event a default if it happens again.

**COSTS OF COLLECTION AND ATTORNEYS' FEES** - I agree to pay you all reasonable costs you incur to collect this debt or realize on any security. This includes, unless prohibited by law, reasonable attorneys' fees. This provision also shall apply if I file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against me by another.

**SET-OFF** - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- Any deposit account balance I have with you;
- Any money owed to me on an item presented to you or in your possession for collection or exchange; and
- Any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**OTHER SECURITY** - Any present or future agreement securing any other debt I owe you also will secure the payment of this loan. Property securing another debt will not secure this loan if such property is my principal dwelling and you fail to provide any required notice of right of rescission. Also, property securing another debt will not secure this loan to the extent such property is in household goods.

**OBLIGATIONS INDEPENDENT** - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, release me or any of us, give up any right you may have against any of us, extend new credit to any of us, or renew or change this note one or more times and for any term, and I will still be obligated to pay this loan. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

**WAIVER** - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

**FINANCIAL STATEMENTS** - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

**PURCHASE MONEY LOAN** - If this is a Purchase Money Loan, you may include the name of the seller on the check or draft for this loan.

**ADDITIONAL TERMS OF THE SECURITY AGREEMENT**

**SECURED OBLIGATIONS** - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Property described in this security agreement will not secure other such debts if you fail to give any required notice of the right of rescission with respect to the Property. Also, this security agreement will not secure other debts if this security interest is in household goods and the other debt is a consumer loan. This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement:

- (a) Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan; and
- (b) Payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

**PROPERTY** - The word "Property," as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word Property includes all my property fitting the general description. Property also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means property that now or later is attached to, is a part of, or results from the Property, and all supporting obligations. "Proceeds" includes anything acquired on the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising out of the Property; and any collections and distributions on account of the Property.

**OWNERSHIP AND DUTIES TOWARD PROPERTY** - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position.

I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

I will not use the Property for a purpose that will violate any laws or subject the Property to forfeiture or seizure.

**INSURANCE** - I agree to buy insurance on the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. You may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in Pennsylvania. The firm will be reasonably acceptable to you. I will keep the insurance until all debts secured by this agreement are paid.

**DEFAULT AND REMEDIES** - If I am in default, in addition to the remedies listed in the note portion of this document and subject to any of the limitations in "REAL ESTATE OR RESIDENCE SECURITY" paragraph, you may (after giving notice and waiting a period of time, if required by law):

- (a) Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to this loan and accrue interest on that amount at the interest rate in effect from time to time, on this note until paid in full;
- (b) Require me to gather the Property and any related records and make it available to you in a reasonable fashion;
- (c) Take immediate possession of the Property, but in doing so you may breach the peace or unlawfully enter onto my premises. You may sell, lease, dispose of the Property as provided by law. (If the Property includes a manufactured home, you will begin the repossession by giving me notice an opportunity to cure my default, if required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe, you may take me to court to recover the difference (to the extent permitted by law); and
- (d) Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my known address by first class mail 10 days before the intended sale or disposition. I agree to inform you in writing of any change in my address.

**FILING** - I authorize you to file a financing statement covering the Property. I agree to comply with and facilitate your requests in connection with obtaining possession of or control over the Property until this security agreement is terminated. A copy of this security agreement may be used as a financing statement when allowed by law.

**THIRD PARTY AGREEMENT**

For the purposes of the provisions within this enclosure, "I," "me" or "r" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to the terms of this note and security agreement but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this note or security agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guaranties) for the obligations of any Borrower.

**I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.**

NAME \_\_\_\_\_  
X \_\_\_\_\_

**NOTICE TO COSIGNER**

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

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

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

This notice is not the contract that makes you liable for the debt.

Attach FTC "Preservation of Consumer Claims  
and Defenses" Notice if Applicable

(Optional)

Signed KRISTI J. JOHNSON For Lender  
Title ASSISTANT TREASURER

**SIGNATURES** - I AGREE TO THE TERMS SET OUT ON PAGES 1, 2 AND 3 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.

**COSIGNERS** - SEE NOTICE ABOVE BEFORE SIGNING.

Signature Samuel Carroll Vitullo  
SAMUEL CARROLL VITULLO  
Signature Kimberly Jo Vitullo  
KIMBERLY JO VITULLO

Signature \_\_\_\_\_  
Signature \_\_\_\_\_



## 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 the Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717)780-1869).

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

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

#### COMMUNITY OFFICES

##### BRIDGE STREET OFFICE

Second & Bridge Streets  
Clearfield, PA 16830  
T (814) 765-1645  
F (814) 765-2672

##### GOLDENROD OFFICE

1935 Daisy Street  
Clearfield, PA 16830  
T (814) 768-5200  
F (814) 768-5206

##### CURWENSVILLE OFFICE

407 Walnut Street  
Curwensville, PA 16833  
T (814) 236-2441  
F (814) 236-4650

##### DuBOIS OFFICE

91 Beaver Drive  
DuBois, PA 15801  
T (814) 371-1400  
F (814) 371-2903

##### PHILIPSBURG OFFICE

19 Irwin Drive Extension  
Philipsburg, PA 16866  
T (814) 342-5750  
F (814) 342-7321



<b>HOMEOWNER'S NAME(S):</b>	<u>Samuel Carroll Vitullo</u> <u>Kimberly Jo Vitullo</u>
<b>MAILING ADDRESS:</b>	<u>116 E. Cherry St.</u> <u>Clearfield PA 16830-2350</u>
<b>LOAN ACCT. NO.:</b>	<u>801534</u>
<b>ORIGINAL LENDER:</b>	<u>Clearfield Bank &amp; Trust Company</u>
<b>CURRENT LENDER/SERVICER:</b>	<u>Clearfield Bank &amp; Trust Company</u>
<b>DATE:</b>	<u>May 28, 2003</u>

### **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 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 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: 421 E Pine Street, Curwensville PA

**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:

March, April & May @ \$414.95 = \$1,244.85

Other charges (explain/itemize): Late Charges of \$201.96

**TOTAL AMOUNT PAST DUE: \$1,446.81**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

---

**HOW TO CURE THE DEFAULT** --- You may cure the default within THIRTY (30) DAYS of the Date of this Notice by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,446.81**, 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:

Clearfield Bank and Trust Company  
11 N. 2nd. Street, P.O. Box 171  
Clearfield, PA 16830

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

N/A

---

**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 the 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. 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 balance and all other sums due under the mortgage.

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

forth in this Notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** --- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately** 4 months from the date of this Notice. A notice of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

<b><u>Name of Lender:</u></b>	<b>CLEARFIELD BANK AND TRUST COMPANY</b>
<b><u>Address:</u></b>	<b>11 N. 2ND STREET, P.O. BOX 171</b>
	<b>CLEARFIELD, PA 16830</b>
<b><u>Phone Number:</u></b>	<b>(814) 765-7551 OR 1-888-765-7551</b>
<b><u>Fax Number:</u></b>	<b>(814) 765-2943</b>
<b><u>Contact Person:</u></b>	<b>LORI A. KURTZ</b>

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

**ASSUMPTION OF MORTGAGE** --- You        may or **XX** may not 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.

**PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE  
PROGRAM CONSUMER CREDIT COUNSELING AGENCIES**

CCCS of Western Pennsylvania, Inc  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100  
(814) 944-5747

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

Credit Counselors of PA  
401 Wood Street, Suite 906  
Pittsburgh, PA 15222  
(412) 338-9954 or 1 (800) 737-2933  
FAX (412) 338-9963

7002 2030 0000 6874 5921

**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

Sent To: Samuel C Vitullo

Postage \$  
Certified Fee  
Return Receipt Fee (Endorsement Required)  
Restricted Delivery Fee (Endorsement Required)  
Total Postage & Fees \$

Postmark: CLEARFIELD PA 16830 MAY 28 2003 USPS HAK

Sent To: Samuel C Vitullo  
Street, Apt. No., or PO Box No.: 116 E Cherry St  
City, State, ZIP+4: Clearfield PA 16830-2350

PS Form 3800, June 2002 See Reverse for Instructions

**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

Sent To: Kimberly Jo Vitullo

Postage \$  
Certified Fee  
Return Receipt Fee (Endorsement Required)  
Restricted Delivery Fee (Endorsement Required)  
Total Postage & Fees \$

Postmark: CLEARFIELD PA 16830 MAY 28 2003 USPS HAK

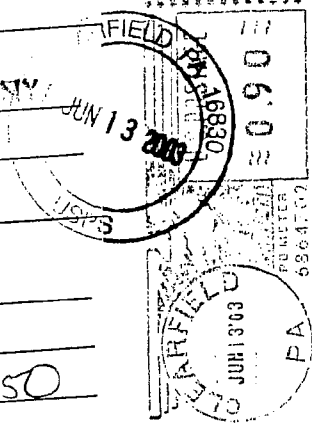
Sent To: Kimberly Jo Vitullo  
Street, Apt. No., or PO Box No.: 116 E Cherry St  
City, State, ZIP+4: Clearfield PA 16830-2350

PS Form 3800, June 2002 See Reverse for Instructions

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

Received From:  
CLEARFIELD BANK & TRUST COMPANY  
11 NORTH SECOND STREET  
P.O. BOX 171  
CLEARFIELD, PA 16830

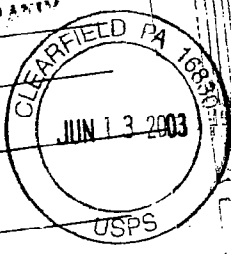
One piece of ordinary mail addressed to:  
Samuel Carroll Vitullo  
116 E Cherry St  
Clearfield PA 16830-2350  
HAK



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

Received From:  
CLEARFIELD BANK & TRUST COMPANY  
11 NORTH SECOND STREET  
P.O. BOX 171  
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:  
Kimberly Jo Vitullo  
116 E Cherry St  
Clearfield PA 16830-2350  
HAK



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

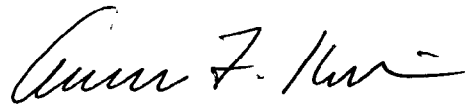
CLEARFIELD BANK AND TRUST	:	No. 03-1829-CD
COMPANY,	:	
Plaintiff	:	
vs.	:	Type of Pleading: PRAECIPE
	:	
SAMUEL C. VITULLO AND KIMBERLY	:	Filed on Behalf of: Plaintiff
JO VITULLO	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**PRAECIPE**

**TO: PROTHONOTARY OF CLEARFIELD COUNTY**

Kindly reissue and reinstate the Complaint in the above-captioned matter due to the inability to serve the above named Defendant, Kimberly Jo Vitullo due to a change of address.

Date: 6-9-4



Alan F. Kirk, Esquire  
Attorney for the Plaintiff  
1375 Martin Street, Suite 204  
State College, PA 16803  
Phone: 814.234.2048  
Fax: 814.234.4166

**FILED**

JUN 17 2004

William A. Shaw  
Prothonotary

FILED GA

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

JUN 17 2004

William A. Shaw  
Prothonotary

CLEARFIELD BANK AND TRUST  
COMPANY,  
Plaintiff

No. 03-1829-CD

vs.

Type of Pleading: MOTION FOR SERVICE  
TO SPECIAL ORDER OF COURT

SAMUEL C. VITULLO AND KIMBERLY  
JO VITULLO  
Defendants

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

ALAN F. KIRK, ESQUIRE

Supreme Court # 36893

1375 Martin Street, Suite 204

State College, PA 16803

(814) 234.2048

**MOTION FOR SERVICE PURSUANT TO**  
**SPECIAL ORDER OF COURT**

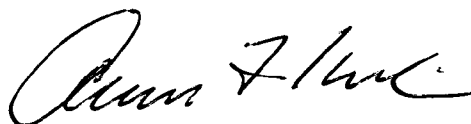
Plaintiff by and through its attorney, Alan F. Kirk, Esquire, moves this Honorable Court for an Order directing service of the Complaint in the above-captioned matter to the Defendant, KIMBERLY JO VITULLO, by certified mail and first class regular mail to her last known address.

1. Attempts to serve the Defendant, SAMUEL C. VITULLO have been successful; however, attempts to serve Defendant, KIMBERLY JO VITULLO have been unsuccessful as indicated by the attached Affidavit of Service of the Sheriff of Clearfield County, attached hereto as Exhibit "A".

2. Pursuant to the Pa. R.C.P. 430, Plaintiff has made a good effort to locate the Defendant and believes that she is residing at 904 North Mill Street, North

Manchester, Indiana 46962-1149. An Affidavit of Good Faith Investigation setting forth the specific inquiries made and the results thereof is attached hereto as Exhibit "B".

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter an Order to Pa. R.C.P. 430 directing service of the Defendant, KIMBERLY JO VITULLO, by certified mail and first class regular mail to the last known address of the Defendant.



---

Attorney for Plaintiff

ID #36893

1375 Martin Street, Suite 204

State College, PA 16803

Phone: 814.234.2048

Fax: 814.234.4166



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

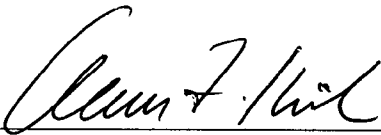
CLEARFIELD BANK AND TRUST	:	No. 03-1829-CD
COMPANY,	:	
Plaintiff	:	
	:	
vs.	:	
	:	
SAMUEL C. VITULLO AND KIMBERLY	:	
JO VITULLO	:	
Defendants	:	

**AFFIDAVIT**

**ALAN F. KIRK, ESQUIRE**, hereby states that he is the Attorney for the Plaintiff in the above-captioned matter, that he is authorized to make this Affidavit and that the statements made in it are true and correct to the best of his knowledge, information and belief.

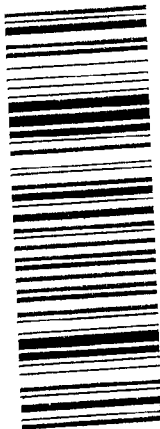
Service was attempted in this matter by the Sheriff of Clearfield County who was unable to serve the Defendant, KIMBERLY JO VITULLO, after diligent search and after several attempts at her address of 116 East Cherry Street, Clearfield, Pennsylvania. After a search of the local telephone directories and inquiries of postal authorities, it was determined that KIMBERLY JO VITULLO resides at 904 North Mill Street, North Manchester, Indiana 46962-1149 as shown by the forwarding information provided by the U.S. Postal Service attached hereto.

The undersigned states that this Affidavit is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for the Plaintiff

Alan F. Kirk, Esquire  
1375 Martin Street, Suite 204  
State College, PA 16803

**CERTIFIED MAIL**



7099 3400 0012 4564 9986

*FWD*

NAME *Jo Vitullo*  
1st Notice 3-26-04  
2nd Notice 3-26-04  
Return PR 3-26-04

Ms. Kimberly Jo Vitullo

*6104 N MAIN ST*

*N. MANCHESTER IN*

*46962-1149*

U.S. POSTAGE  
PAID  
STATE COLLEGE, PA  
16801  
MAR 22, 04  
AMOUNT

**\$4.42**  
00046650-13

*Jo Vitullo*

TO THE RIGHT OF RETURN ADDRESS

**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:

*Ms. Kimberly Jo Vitullo  
116 E. Cherry Street  
Clearfield, PA 16830*

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☒ Agent  
*Jo Vitullo* ☐ 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)

*7099 3400 0012 4564 9986*

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 03-1829-CD
	:	
Plaintiff	:	
	:	Type of Pleading: ORDER
vs.	:	
	:	
SAMUEL C. VITULLO AND KIMBERLY JO VITULLO	:	Filed on Behalf of: Plaintiff
	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**ORDER**

AND NOW, this 21<sup>st</sup> day of June, 2004, upon consideration of the Motion of the Plaintiff and the Affidavit of Good Faith Investigation attached hereto, it is hereby ORDERED AND DECREED that Plaintiff may obtain service of the Complaint in the above-captioned matter upon Kimberly Jo Vitullo by mailing a true and correct copy of the Complaint by certified mail and first class regular mail to the last known address of the Defendant, KIMBERLY JO VITULLO, at 904 North Mill Street, North Manchester, Indiana 46962-1149.

Service of the aforementioned mailings is effective upon the date of mailing and is to be done by Plaintiff's attorney, who will thereafter file with the Office of the Prothonotary an appropriate Affidavit of Service.

FILED

JUN 21 2004

William J. New  
Prothonotary

BY THE COURT:

Paul E. Cherry

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 03-1829-CD
	:	
Plaintiff	:	
	:	Type of Pleading: AFFIDAVIT OF SERVICE
vs.	:	
	:	
SAMUEL C. VITULLO AND KIMBERLY JO VITULLO	:	Filed on Behalf of: Plaintiff
	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**AFFIDAVIT OF SERVICE**

I hereby certify that on the 16<sup>th</sup> day of **July, 2004**, I mailed by First Class U.S. Mail and certified mail, a true and correct copy of the Complaint in the above to **KIMBERLY JO VITULLO**, Defendant in the above-captioned matter pursuant to the Order of Court in this matter dated June 21, 2004. A copy of the certified mail receipt is attached hereto and marked as Exhibit "A".

*Alan F. Kirk*

Alan F. Kirk, Esquire  
Counsel for Plaintiff  
1375 Martin Street, Suite 204  
State College, PA 16803

Sworn to and subscribed before me, this 16<sup>th</sup>  
day of **July, 2004**.

*Michele M. Steudler*  
\_\_\_\_\_  
Notary Public



FILED NO  
m 11-2704 CC  
JUL 26 2004  
Prothonotary Clerk of Court



7099 3000 2100 0046 6607

9129 9954 4566 6716

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

Article Sent To:  
 1118. Kimberly Jo Vitullo

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
<b>Total Postage &amp; Fees</b>	<b>\$ 8.63</b>	

Name (Please Print Clearly) (To be completed by mailer)  
 Ms. Kimberly Jo Vitullo  
 Street, Apt. Box or PO Box No.  
 904 North Main Street  
 City, State, ZIP+4  
 North Manchester Indiana 46962

PS Form 3800, July 1999 See Reverse for Instructions

POSTAL EXPRESS  
 N. ATHERTON PLAZA  
 814-867-7212

Store: ST. COL Clerk: 03 Register: 1  
 07/16/2004 4:18:11  
 Transaction#: 34881

1. USPS First Class Ref#: 30752  
 1. Trk#:   
 1. No Value Declared  
 1. Scale Wgt: .28  
 1.  
 1. North Manchester, IN 46962 United Sta  
 1. Zip: 46962 Zn: 1 Wgt: 1  
 1 @ 8.63 8.63

SubTotal: 8.63  
 Balance Due: 8.63  
 #4233 Check: 8.63  
 Change: 0.00

THANK YOU FOR  
 SHIPPING WITH US  
 POSTAL EXPRESS

FILED  
M 206 137 Notice to Def  
Start to Act

SEP 28 2004

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

William A. Shaw  
Prothonotary

CLEARFIELD BANK AND TRUST  
COMPANY,  
Plaintiff

No. 03-1829-CD

vs.

Type of Pleading: PRAECIPE FOR  
ENTRY OF DEFAULT JUDGMENT

SAMUEL C. VITULLO AND KIMBERLY  
JO VITULLO

Filed on Behalf of: Plaintiff

Defendants

Counsel of Record for this Party:  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893

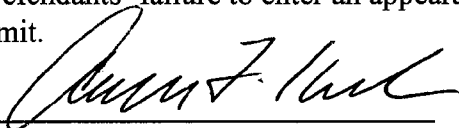
1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

TO PROTHONOTARY OF CLEARFIELD COUNTY:

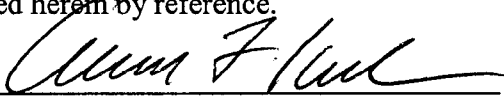
Please enter Default Judgment in the amount of **FORTY-ONE THOUSAND ONE HUNDRED THIRTY-SEVEN AND 71/100 (\$41,137.71)** together with interest and costs of this suit on the above-captioned Defendants due to the Defendants' failure to enter an appearance or file an Answer within the allotted twenty (20) day limit.

Date: *September 22, 2004*

  
Alan F. Kirk, Esquire  
Attorney for the Plaintiff

I hereby certify that a written notice of the intention to file a Praecipe for Default Judgment was sent certified mail, return receipt requested and First Class U.S. Mail to **Samuel C. Vitullo, Defendant on March 22, 2004 and Kimberly Jo Vitullo, Defendant on August 18, 2004**, at least ten (10) days prior to the filing of the within Praecipe. Copies of the aforesaid Notice are attached hereto, made a part hereof and incorporated herein by reference.

Date: *September 22, 2004*

  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

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

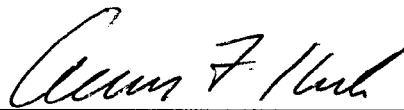
CLEARFIELD BANK AND TRUST COMPANY,	:	No. 03-1829-CD
	:	
Plaintiff	:	
	:	Type of Pleading: PRAECIPE FOR
vs.	:	ENTRY OF DEFAULT JUDGMENT
	:	
SAMUEL C. VITULLO AND KIMBERLY JO VITULLO	:	Filed on Behalf of: Plaintiff
	:	
	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**TO PROTHONOTARY OF CLEARFIELD COUNTY:**

Please Enter Judgment against the above-named Defendants pursuant to the enclosed  
Certificate of Judgment of **Clearfield County Docket No. 03-1829-CD** in the principal amount of  
**\$41,137.71** together with interest and costs of suit.

By:

Dated: **September 22, 2004**



Alan F. Kirk, Esquire  
1375 Martin Street, Suite 204  
State College, PA 16803  
Telephone: 814.234.2048

<p> CLEARFIELD BANK AND TRUST  COMPANY, </p>	<p> Plaintiff </p>	<p> Type of Pleading:  ENTRY OF DEFAULT JUDGMENT </p>	<p> Filed on Behalf of: Plaintiff </p>	<p> SAMUEL C. VITULO AND KIMBERLY  JO VITULO </p>	<p> Defendants </p>	<p> Counsel of Record for this Party:  ALAN F. KIRK, ESQUIRE  Supreme Court # 36893  1375 Martin Street, Suite 204  State College, PA 16803  (814) 234.2048 </p>
--	--------------------	---	--	---	---------------------	--

TO: Samuel C. Vitullo, Defendant  
116 E. Cherry Street  
Clearfield, PA 16830

Notice is given that a JUDGMENT in the above-captioned matter has been entered against you in the amount of \$\_\_\_\_\_ on \_\_\_\_\_, Prothonotary

Prothonotary,



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

CLEARFIELD BANK AND TRUST  
COMPANY,  
Plaintiff  
vs.  
SAMUEL C. VITULLO AND KIMBERLY  
JO VITULLO  
Defendants  
Type of Pleading:  
ENTRY OF DEFAULT JUDGMENT  
Filed on Behalf of: Plaintiff  
No. 03-1829-CD

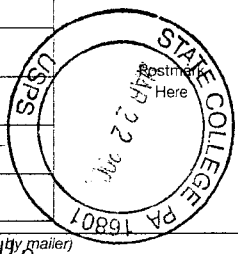
TO: Kimberly Jo Vitullo, Defendant  
904 North Mill Street  
North Manchester, IN 46962

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

\_\_\_\_\_, Prothonotary

7099 3400 0012 2100 004E 6602  
 E666 4954 2100 004E 6602

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
Article Sent To:	
Samuel C. Vitullo	
Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42
Name (Please Print Clearly) (to be completed by mailer)	
Samuel C. Vitullo	
Street, Apt. No., or P.O. Box No.	
116 E. Cherry Street	
City, State, ZIP+4	
Clearfield, PA 16830	
PS Form 3800, July 1999	
See Reverse for Instructions	



\$4.42 x 2:  
 090 POSTAGE STAMPS .74  
 TOTAL 9.56  
 CHECK 9.58  
 CHANGE .02

\*\*\*\* U.S. POSTAL SERVICE \*\*\*\*  
 STATE COLLEGE 16801  
 410088 54.00  
 BEHM # 11  
 03-22-04 16:49:51

CUSTOMER RECEIPT  
 109 POST VAL IMP 8.24  
 (\$4.42 x 2)  
 090 POSTAGE STAMPS .74  
 TOTAL 9.56  
 CHECK #007 9.58  
 CHANGE .02

\*\*\* THANK YOU \*\*\*

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

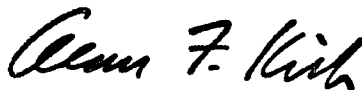
CLEARFIELD BANK AND TRUST	:	No. 03-1829-CD
COMPANY,	:	
	:	
Plaintiff	:	
	:	Type of Pleading: COMPLAINT
vs.	:	
	:	
SAMUEL C. VITULLO AND KIMBERLY	:	Filed on Behalf of: Plaintiff
JO VITULLO	:	
	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**IMPORTANT NOTICE**

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

Date: March 22, 2004

PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
Telephone: (814) 765.2641



Alan F. Kirk, Esquire  
Attorney for the Plaintiff  
1375 Martin Street, Suite 204  
State College, PA 16803

Samuel C. Vitullo-Certified Mail #7099 3400 0012 4564 9993, RRR  
Kimberly Jo Vitullo-Certified Mail #7099 3400 00012 4564 9986, RRR

STATE COLLEGE MPO  
 STATE COLLEGE, Pennsylvania  
 168019998  
 4125460068-0095  
 08/18/2004 (814)238-2435 03:20:50 PM

Sales Receipt			
Product Description	Sale Qty	Unit Price	Final Price
NORTH MANCHESTER IN.			\$0.37
46962 First-Class			
Return Receipt			\$1.75
Certified			\$2.30
Label Serial #: 70993400001245648972			
=====			
Issue PVI:			\$4.42
=====			
Total:			\$4.42
Paid by:			
Cash			\$4.42

Bill#: 1000500104376  
 Clerk: 17

— All sales final on stamps and postage. —  
 Refunds for guaranteed services only.  
 Thank you for your business.  
 Customer Copy

2268 4954 2100 0046 6602

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
Article Sent To:	
NORTH MANCHESTER IN 46962	
Postage	\$ 0.37
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 4.42
Name (Please Print Clearly) (to be completed by mailer)	
Mrs. Kimberly Jo Vitullo	
Street, Apt. No., or P.O. Box No.	
914 North Mill Street	
City, State, Zip+4	
North Manchester, Indiana 46962	
PS Form 3800, July 1999	
See Reverse for Instructions	



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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 03-1829-CD
	:	
Plaintiff	:	
	:	Type of Pleading: COMPLAINT
vs.	:	
	:	
SAMUEL C. VITULLO AND KIMBERLY JO VITULLO	:	Filed on Behalf of: Plaintiff
	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

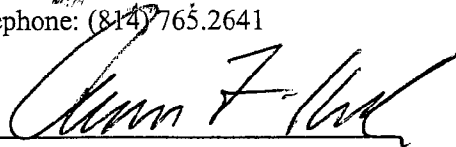
**IMPORTANT NOTICE**

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

Date:

8-18-04

PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
230 E. Market Street  
Clearfield, PA 16830  
Telephone: (814) 765.2641



Alan F. Kirk, Esquire  
Attorney for the Plaintiff  
1375 Martin Street, Suite 204  
State College, PA 16803

***Kimberly Jo Vitullo-Certified Mail #7099 3400 0012 4564 8972, RRR***

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

Clearfield Bank & Trust Company  
Plaintiff(s)

No.: 2003-01829-CD

Real Debt: \$41,137.71

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Samuel C. Vitullo  
Kimberly Jo Vitullo  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 28, 2004

Expires: September 28, 2009

Certified from the record this 28th day of September, 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

CLEARFIELD BANK AND TRUST COMPANY,  
Plaintiff  
vs.  
SAMUEL C. VITULLO AND KIMBERLY JO VITULLO  
Defendants

No. 03-1829-CD  
Type of Pleading: WRIT OF EXECUTION  
Filed on Behalf of: Plaintiff  
Counsel of Record for this Party:  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893  
1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

WRIT OF EXECUTION  
NOTICE

TO: Mr. Samuel C. Vitullo  
116 E. Cherry Street  
Clearfield, PA 16830

Ms. Kimberly Jo Vitullo  
904 N. Mill Street  
North Manchester, IN 46962-1149

FILED 2cc SHF  
m/q:4351 Att'y pd.  
NOV 24 2004 2000  
William A. Shaw  
Prothonotary/Clerk of Courts  
60 wnts  
to SHF

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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.

Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765.2641

## MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law



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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 03-1829-CD
	:	
Plaintiff	:	
	:	Type of Pleading: WRIT OF EXECUTION
vs.	:	
	:	
SAMUEL C. VITULLO AND KIMBERLY JO VITULLO	:	Filed on Behalf of: Plaintiff
	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**CLAIM FOR EXEMPTION**

To the Sheriff of Clearifeld County:

We, the above named Defendants, **SAMUEL C. VITULLO and KIMBERLY JO VITULLO**, claim exemption of property from levy or attachment:

- (1) From my personal property in my possession which has been levied upon,
  - (a) I desire that my \$300 statutory exemption be
    - (i) Set aside in kind (specify property to be set aside in kind):  
\_\_\_\_\_;
    - (ii) Paid in cash following the sale of the property levied upon; or
  - (b) I claim the following exemption (specify property and basis of exemption): \_\_\_\_\_  
\_\_\_\_\_;
- (2) From my property which is in the possession of a third party, I claim the following exemptions:
  - (a) My \$300 statutory exemption: \_\_\_\_in cash:\_\_\_\_ in kind (specify property): \_\_\_\_\_
  - (b) Social Security benefits on deposit in the amount of \$\_\_\_\_\_;

(c) Other (specify amount and basis of exemption): \_\_\_\_\_

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at \_\_\_\_\_  
(address)

\_\_\_\_\_  
(telephone number)

I verify that the statements made in this Claim for Exemption are true and correct. 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.

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

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

**THIS CLAIM TO BE FILED WITH THE OFFICE OF**

**THE SHERIFF OF CLEARFIELD COUNTY:**

**CLEARFIELD COUNTY COURTHOUSE**

**(814)765.2641**

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

CLEARFIELD BANK AND TRUST	:	No. 03-1829-CD
COMPANY,	:	
Plaintiff	:	
	:	Type of Pleading: PRAECIPE FOR WRIT OF
	:	EXECUTION
vs.	:	
	:	
SAMUEL C. VITULLO AND KIMBERLY	:	Filed on Behalf of: Plaintiff
JO VITULLO	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

Issue writ of execution in the above matter,

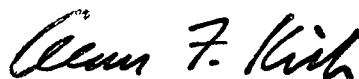
Amount due: **\$41,137.71**

Plus continuing interest on the principal balance from September 22, 2004, plus costs.

A description of the property to be levied upon and sold is attached hereto in duplicate, marked Exhibit "A" and made a part hereof.

This Praecipe is based on a Default Judgment. The Prothonotary is authorized to issue the Praecipe because notice has been served pursuant to Rule 2958.1 as evidenced by a Return of Service filed of record.

An Affidavit pursuant to Pa. R.C.P. Rule 3129.1 is attached hereto and marked Exhibit "B".



---

Alan F. Kirk, Esquire  
Attorney for Plaintiff

Exhibit "A"

All those certain pieces, parcels or tracts of land situate in the First Ward of the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the intersection of Pine Street and Pine Alley; thence Eastward by said Alley one hundred ninety (190) feet to Spruce Alley; thence Northward sixty (60) feet to Lot No. 108; thence Westward by said lot one hundred ninety (190) feet to Pine Street; thence Southward sixty (60) feet to the first names alley and place of beginning. Being Lot No. 109 in plan of said Borough.

**EXHIBIT "B":**

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**CLEARFIELD BANK & TRUST COMPANY**, Plaintiffs in the above action, by and through their attorney, Alan F. Kirk, Esq., set forth as of the date of the Praecipe for Writ of Execution was filed, the following information concerning the real property located in the Clearfield County, Pennsylvania, bounded and described on Exhibit "A" attached hereto.

1. The name and address of the owner of the property are as follows:

**Mr. Samuel C. Vitullo  
116 E. Cherry Street  
Clearfield, PA 16830**

**Ms. Kimberly Jo Vitullo  
904 N. Mill Street  
North Manchester, IN 46962-1149**

2. The name and address of the Defendant in judgment is as follows:

**Mr. Samuel C. Vitullo  
116 E. Cherry Street  
Clearfield, PA 16830**

**Ms. Kimberly Jo Vitullo  
904 N. Mill Street  
North Manchester, IN 46962-1149**

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

**Clearfield Bank & Trust Company  
11 North Second Street, P.O. Box 171  
Clearfield, PA 16830**

**DuBois Regional Medical Center  
P.O. Box 447  
DuBois, PA 15801**

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

**Clearfield Bank & Trust Company  
11 North Second Street, P.O. Box 171  
Clearfield, PA 16830**

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

**None**

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:

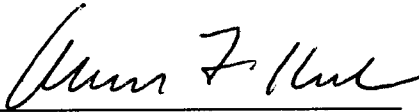
**Clearfield County Tax Claim Bureau  
Clearfield, PA 16830**

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:

**None**

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.

Date: November 17, 2004

  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 03-1829-CD
	:	
Plaintiff	:	
	:	Type of Pleading: WRIT OF EXECUTION
vs.	:	
	:	
SAMUEL C. VITULLO AND KIMBERLY JO VITULLO	:	Filed on Behalf of: Plaintiff
	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**SHERIFF'S SALE OF VALUABLE REAL ESTATE**

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County,  
Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the \_\_\_\_\_  
\_\_\_\_\_ on \_\_\_\_\_, 2004 at  
\_\_\_\_\_ a.m., prevailing time.

**TERMS OF SALE**

The price or sum at which the property shall be struck off must be paid at the time of sale or such  
other arrangements made as will be approved, otherwise the property will be immediately put up and sold  
again at the expense and risk of the person to whom it was struck off and who, in case of deficiency of such  
resale, shall make good for the same and in no instance will the deed be presented for confirmation unless  
the money is actually paid to the Sheriff.

**NOTICE**

To all parties in interest and Claimants: A schedule of distribution will be filed by the Sheriff in  
his office the first Monday following the date of sale, and distribution will be made in accordance with the  
schedule unless exceptions are filed within ten (10) days thereafter.

CHESTER A. HAWKINS, SHERIFF

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

Clearfield Bank & Trust Company,

Vs.

NO.: 2003-01829-CD

Samuel C. Vitullo and  
Kimberly Jo Vitullo

COPY

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST COMPANY, Plaintiff(s) from  
SAMUEL C. VITULLO and KIMBERLY JO VITULLO, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying  
any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise  
disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other  
than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as  
above stated.

AMOUNT DUE: \$41,137.71

INTEREST: continuing interest on the principal  
balance from September 22, 2004, plus costs

PROTH. COSTS: \$

ATTY'S COMM: \$

DATE: 11/24/2004

PAID: \$139.00

SHERIFF: \$

OTHER COSTS: \$

\_\_\_\_\_  
William A. Shaw

Prothonotary/Clerk Civil Division

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

Requesting Party: Alan F. Kirk, Esq.  
1375 Martin Street, Ste. 204  
State College, PA 16803  
(814) 234-2048

\_\_\_\_\_  
Sheriff



Exhibit "A"

All those certain pieces, parcels or tracts of land situate in the First Ward of the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the intersection of Pine Street and Pine Alley; thence Eastward by said Alley one hundred ninety (190) feet to Spruce Alley; thence Northward sixty (60) feet to Lot No. 108; thence Westward by said lot one hundred ninety (190) feet to Pine Street; thence Southward sixty (60) feet to the first names alley and place of beginning. Being Lot No. 109 in plan of said Borough.

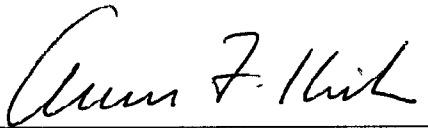
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 03-1829-CD
	:	
Plaintiff	:	
	:	Type of Pleading: AFFIDAVIT OF
	:	SERVICE
	:	
SAMUEL C. VITULLO AND KIMBERLY JO VITULLO	:	Filed on Behalf of: Plaintiff
	:	
Defendants	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

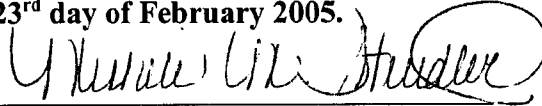
**AFFIDAVIT OF SERVICE**

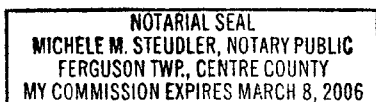
I, Alan F. Kirk, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the **23rd** day of **February, 2005**, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

Copies of the letter and certificates of mailing are also attached hereto, made a part hereof and marked as Exhibit "B".

  
Alan F. Kirk, Esquire

Sworn to and subscribed before me this  
**23rd day of February 2005.**

  
Notary Public



**FILED**  
**MAR 01 2005** (K)  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 CENT TO ATT

Exhibit "A"

All those certain pieces, parcels or tracts of land situate in the First Ward of the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the intersection of Pine Street and Pine Alley; thence Eastward by said Alley one hundred ninety (190) feet to Spruce Alley; thence Northward sixty (60) feet to Lot No. 108; thence Westward by said lot one hundred ninety (190) feet to Pine Street; thence Southward sixty (60) feet to the first names alley and place of beginning. Being Lot No. 109 in plan of said Borough.

SEIZED, taken in execution to be sold as the property of SAMUEL C. VITULLO AND KIMBERLY JO VITULLO, at the suit of CLEARFIELD BANK & TRUST COMPANY.  
JUDGMENT NO. 03-1829-CD

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 03-1829-CD
	:	
Plaintiff	:	
	:	Type of Pleading: AFFIDAVIT PURSUANT
	:	TO RULE 3129
	:	
SAMUEL C. VITULLO AND KIMBERLY JO VITULLO	:	Filed on Behalf of: Plaintiff
	:	
Defendants	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**AFFIDAVIT PURSUANT TO RULE 3129**

I, **ALAN F. KIRK, ESQUIRE**, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located in the *The First Ward of the Borough of Curwensville, Clearfield County, Pennsylvania*, a copy of the description of said property is attached hereto and marked Exhibit "A".

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.

Date: 8-23-15

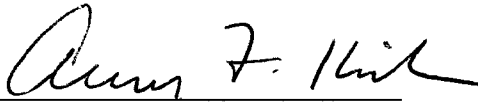
  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

Exhibit "A"

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BEGINNING at the intersection of Pine Street and Pine Alley; thence Eastward by said Alley one hundred ninety (190) feet to Spruce Alley; thence Northward sixty (60) feet to Lot No. 108; thence Westward by said lot one hundred ninety (190) feet to Pine Street; thence Southward sixty (60) feet to the first names alley and place of beginning. Being Lot No. 109 in plan of said Borough.

SEIZED, taken in execution to be sold as the property of SAMUEL C. VITULLO AND KIMBERLY JO VITULLO, at the suit of CLEARFIELD BANK & TRUST COMPANY.  
JUDGMENT NO. 03-1829-CD

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

CLEARFIELD BANK AND TRUST	:	No. 03-1829-CD
COMPANY,	:	
	:	
Plaintiff	:	
	:	Type of Pleading: NOTICE
	:	
SAMUEL C. VITULLO AND	:	Filed on Behalf of: Plaintiff
KIMBERLY JO VITULLO	:	
	:	
Defendants	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

DATE: **April 1, 2005**

TO: **All Parties in Interest And Claimants**

OWNER(S): **Samuel C. Vitullo and Kimberly Jo Vitullo**

PROPERTY: **421 Pine Street, Curwensville, Clearfield County, PA**

The above-captioned property is scheduled to be sold at the **Clearfield County Sheriff Sale on April 1, 2005, at 10:00 a.m. in the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania.** Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

See Attached Exhibit "A".

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

SAMUEL C. VITULLO AND KIMBERLY  
JO VITULLO

Defendants

: No. 03-1829-CD  
:  
:  
: Type of Pleading: WRIT OF EXECUTION  
:  
:  
: Filed on Behalf of: Plaintiff  
:  
:  
: Counsel of Record for this Party:  
: ALAN F. KIRK, ESQUIRE  
: Supreme Court # 36893  
:  
:  
: 1375 Martin Street, Suite 204  
: State College, PA 16803  
: (814) 234,2048

**SHERIFF'S SALE OF VALUABLE REAL ESTATE**

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County,  
Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the CLEARFIELD  
COUNTY COURTHOUSE, 1 NORTH SECOND ST. on FRIDAY, APRIL 1, 2005 at  
10:00 a.m., prevailing time.

**TERMS OF SALE**

The price or sum at which the property shall be struck off must be paid at the time of sale or such  
other arrangements made as will be approved, otherwise the property will be immediately put up and sold  
again at the expense and risk of the person to whom it was struck off and who, in case of deficiency of such  
resale, shall make good for the same and in no instance will the deed be presented for confirmation unless  
the money is actually paid to the Sheriff.

**NOTICE**

To all parties in interest and Claimants: A schedule of distribution will be filed by the Sheriff in  
his office the first Monday following the date of sale, and distribution will be made in accordance with the  
schedule unless exceptions are filed within ten (10) days thereafter.

CHESTER A. HAWKINS, SHERIFF

**EXHIBIT "B":**

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**CLEARFIELD BANK & TRUST COMPANY**, Plaintiffs in the above action, by and through their attorney, Alan F. Kirk, Esq., set forth as of the date of the Praecipe for Writ of Execution was filed, the following information concerning the real property located in *the First Ward of the Borough of Curwensville, Clearfield County, Pennsylvania*, bounded and described on Exhibit "A" attached hereto.

1. The name and address of the owner of the property are as follows:

**Mr. Samuel C. Vitullo  
116 E. Cherry Street  
Clearfield, PA 16830**

**Ms. Kimberly Jo Vitullo  
904 N. Mill Street  
North Manchester, IN 46962-1149**

2. The name and address of the Defendant in judgment is as follows:

**Mr. Samuel C. Vitullo  
116 E. Cherry Street  
Clearfield, PA 16830**

**Ms. Kimberly Jo Vitullo  
904 N. Mill Street  
North Manchester, IN 46962-1149**

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

**Clearfield Bank & Trust Company  
11 North Second Street, P.O. Box 171  
Clearfield, PA 16830**

**DuBois Regional Medical Center  
P.O. Box 447  
DuBois, PA 15801**



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

**Clearfield Bank & Trust Company  
11 North Second Street, P.O. Box 171  
Clearfield, PA 16830**

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

**None**

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:

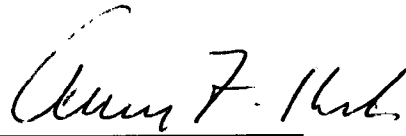
**Clearfield County Tax Claim Bureau  
Clearfield, PA 16830**

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:

**None**

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.

Date: **February 23, 2005**



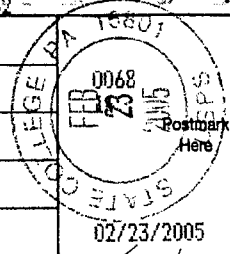
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

7002 0860 0000 7538 5151

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

**OFFICIAL USE**  
 NORTH MANCHESTER IN 46942

Postage	\$ \$0.37
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
<b>Total Postage &amp; Fees</b>	<b>\$ \$4.42</b>



**Sent To** *Ms. Kimberly J. Vitullo*  
**Street, Apt. No., or PO Box No.** *914 N. Main Street*  
**City, State, ZIP+4** *North Manchester, IN 46942*  
 PS Form 3800, April 2002 See Reverse for Instructions

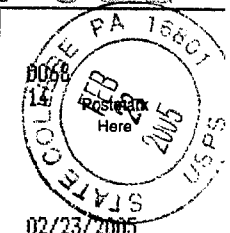
7004 0550 0000 5240 1690

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**  
 CLEARFIELD PA 16830

Postage	\$ \$0.37
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
<b>Total Postage &amp; Fees</b>	<b>\$ \$4.42</b>



**Sent To** *Mr. Samuel C. Vitullo*  
**Street, Apt. No., or PO Box No.** *116 E. Cherry Street*  
**City, State, ZIP+4** *Clearfield, PA 16830*  
 PS Form 3800, June 2002 See Reverse for Instructions

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
<i>Alan F. Kirk, Esquire</i> <i>1375 Martin Street, Suite 204</i> <i>State College, PA 16803</i>	
One piece of ordinary mail addressed to:	
<i>Clearfield County Tax Clerk</i> <i>Clearfield County Courthouse</i> <i>230 E. Market Street</i> <i>Clearfield, PA 16830</i>	



U.S. POSTAGE  
PAID  
STATE COLLEGE, PA  
16801  
FEB 23, 05  
00042656-14

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:	
<i>Alan F. Kirk, Esquire</i> <i>1375 Martin Street, Suite 204</i> <i>State College, PA 16803</i>	
One piece of ordinary mail addressed to:	
<i>Mrs. Kimberly Jo Vitullo</i> <i>904 N. Mill Street</i> <i>North Manchester, IN</i> <i>46062-1146</i>	



U.S. POSTAGE  
PAID  
STATE COLLEGE, PA  
16801  
FEB 23, 05  
00042656-14

PS Form 3817, January 2001

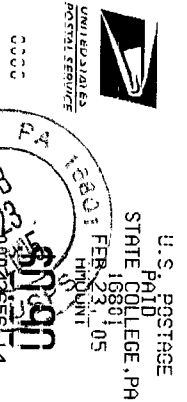
U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
<i>Alan F. Kirk, Esquire</i> <i>1375 Martin St. Ste 204</i> <i>State College, PA 16803</i>	
One piece of ordinary mail addressed to:	
<i>Mr. Samuel C. Vitullo</i> <i>176 E. Cherry Street</i> <i>Clearfield, PA 16830</i>	



U.S. POSTAGE  
PAID  
STATE COLLEGE, PA  
16801  
FEB 23, 05  
00042656-14

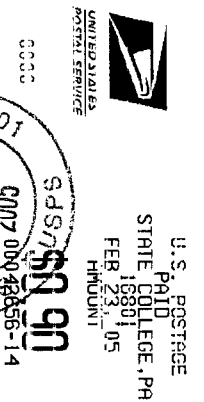
PS Form 3817, January 2001

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Alan F. Kirk, Esquire 1375 Martin Street, Suite 204 State College, PA 16803	
One piece of ordinary mail addressed to:	
DuBois Regional Medical PO Box 447 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:	
Alan F. Kirk, Esquire 1375 Martin Street Suite 204 State College PA 16803	
One piece of ordinary mail addressed to:	
Clearfield Bank and Trust Co. Attn: Lori Kurtz, Collections 11 N. Second Street, PO Box 171 Clearfield, PA 16830	



PS Form 3817, January 2001

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 20062  
NO: 03-1829-CD

PLAINTIFF: CLEARFIELD BANK & TRUST COMPANY  
vs.  
DEFENDANT: SAMUEL C. VITULLO AND KIMBERLY JO VITULLO

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 11/24/2004

LEVY TAKEN 02/11/2005 @ 10:00 AM

POSTED 02/11/2005 @ 10:00 AM

SALE HELD 04/01/2005

SOLD TO CLEARFIELD BANK & TRUST COMPANY

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 06/06/2004

DATE DEED FILED 06/06/2006

PROPERTY ADDRESS 421 EAST PINE STREET CURWENSVILLE , PA 16833

**FILED**  
JUN 06 2005

William A. Shaw  
Prothonotary Clerk of Courts

**SERVICES**

02/23/2005 @ 2:57 PM SERVED SAMUEL C. VITULLO

SERVED SAMUEL C. VITULLO, DEFENDANT, AT THE CLEARFIELD COUNTY SHERIFF'S OFFICE, CLEARFIELD COURTHOUSE 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SAMUEL C. VITULLO

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

02/15/2005 @ SERVED KIMBERLY JO VITULLO

SERVED KIMBERLY JO VITULLO, DEFENDANT, BY CERTIFIED MAIL AND REGULAR MAIL TO 904 N. MILL STREET, NORTH MANCHESTER, IN 46962-1149 CERTIFIED #70033110000193801302  
SIGNED FOR WITH UNKNOWN SIGNATURE WITH

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20062  
NO: 03-1829-CD

PLAINTIFF: CLEARFIELD BANK & TRUST COMPANY  
vs.  
DEFENDANT: SAMUEL C. VITULLO AND KIMBERLY JO VITULLO

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$212.55


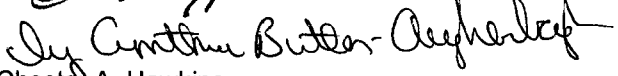
SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2005

\_\_\_\_\_

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

Clearfield Bank & Trust Company,

Vs.

NO.: 2003-01829-CD

Samuel C. Vitullo and  
Kimberly Jo Vitullo

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST COMPANY, Plaintiff(s) from  
SAMUEL C. VITULLO and KIMBERLY JO VITULLO, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$41,137.71

INTEREST: continuing interest on the principal  
balance from September 22, 2004, plus costs

PROTH. COSTS: \$

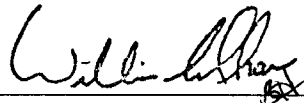
ATTY'S COMM: \$

DATE: 11/24/2004

PAID: \$139.00

SHERIFF: \$

OTHER COSTS: \$



William A. Shaw

Prothonotary/Clerk Civil Division

Received this writ this 24<sup>th</sup> day  
of November A.D. 2004  
At 3:00 A.M./P.M.

Charles A. Hankeis  
Sheriff Sgt. Cynthia Butler-Aughenbaugh

Requesting Party: Alan F. Kirk, Esq.

1375 Martin Street, Ste. 204

State College, PA 16803

(814) 234-2048

Exhibit "A"

All those certain pieces, parcels or tracts of land situate in the First Ward of the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the intersection of Pine Street and Pine Alley; thence Eastward by said Alley one hundred ninety (190) feet to Spruce Alley; thence Northward sixty (60) feet to Lot No. 108; thence Westward by said lot one hundred ninety (190) feet to Pine Street; thence Southward sixty (60) feet to the first names alley and place of beginning. Being Lot No. 109 in plan of said Borough.



**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME SAMUEL C. VITULLO

NO. 03-1829-CD

NOW, June 02, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on April 01, 2005, I exposed the within described real estate of Samuel C. Vitullo And Kimberly Jo Vitullo to public venue or outcry at which time and place I sold the same to ALAN F. KIRK, ESQ. he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	4.86
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	9.69
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	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$212.55</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$28.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	41,137.71
INTEREST @ %	0.00
FROM 09/22/2004 TO 04/01/2005	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

<b>TOTAL DEBT AND INTEREST</b>	<b>\$41,177.71</b>
--------------------------------	--------------------

**COSTS:**

ADVERTISING	268.96
TAXES - COLLECTOR	358.38
TAXES - TAX CLAIM	3,643.26
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	212.55
LEGAL JOURNAL COSTS	151.00
PROTHONOTARY	139.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

<b>TOTAL COSTS</b>	<b>\$4,946.65</b>
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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

**(Domestic Mail Only; No Insurance Coverage Provided)**

# OFFICIALS

CLARKFIELD, VT  
FEB 15 2002  
USPS

**See Reverse for Instructions**

- 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:**

MS. KIMBERLY JO VITULLO  
904 N. MILL STREET  
NORTH MANCHESTER, IN 46962-1149

**COMPLETE THIS SECTION ON DELIVERY**

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)**

PS Form 3811, February 2004

# Domestic Return Receipt

102595-02-M-1540

20ET 08EB T000 07TE E00Z