

04-212-CD  
AMERICAN GENERAL FINANCIAL SERVICES vs. JAMES A. WILSON, et al

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

AMERICAN GENERAL FINANCIAL  
SERVICES,

Plaintiff

vs.

JAMES A. WILSON and  
MONA R. WILSON, his wife,

Defendant

NO.

C.D. 2004

04-212-CD

TYPE OF PLEADING:

COMPLAINT

Counsel of Record:

Matthew T. Budash, Esquire

836 Philadelphia Street  
Indiana, PA 15701

ATTORNEY FOR PLAINTIFF

Attorney I.D. #65526

Phone: (724) 463-6050

MARCH 21, 2004 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
Deputy Prothonotary

FILED

FEB 13 2004

William A. Shaw  
Prothonotary/Clerk of Courts

AMERICAN GENERAL FINANCIAL  
SERVICES,

Plaintiff

vs.

JAMES A. WILSON and  
MONA R. WILSON, his wife,

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. C.D. 2004

#### 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 the Complaint is served by entering a written appearance personally or by an 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.**

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

AMERICAN GENERAL FINANCIAL SERVICES,	:	IN THE COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY, PENNSYLVANIA
	:	
Plaintiff	:	
	:	NO. C.D. 2004
vs.	:	
	:	
JAMES A. WILSON and	:	
MONA R. WILSON, his wife,	:	
	:	
Defendant	:	

### COMPLAINT

AND NOW COMES, American General Financial Services, by and through their attorney, Matthew T. Budash, and respectfully represents as follows:

1. American General Financial, Plaintiff, is a national Corporation with a local address of 2340 Warren Road, Indiana, Pennsylvania 15701, and brings this action to foreclose the Open-End Mortgage dated March 13, 2003, by and between Defendants, James A. Wilson and Mona R. Wilson, his wife, as Mortgagor and Plaintiff as Mortgagee, which has been recorded in the Office of Recorder of Deeds of Clearfield County, Pennsylvania at instrument number 200304094, a copy of which is attached hereto and incorporated herewith as Exhibit A.

2. Defendants are James A. Wilson and Mona R. Wilson, his wife, who resided at 421 Treasure Lake, DuBois, Pennsylvania 15801, the real estate subject to this foreclosure, however, are now believed to be residing at PO Box 265, Falls Creek, Jefferson County, Pennsylvania 15840.

3. The Open-End Mortgage secures Defendants' certain agreement dated March 13, 2003, in an amount of \$11,768.00 payable to Plaintiff in monthly installments pursuant to the terms contained in the paragraph titled "Assumed Term Option of the American General Financial Service Home Equity Line of Credit Agreement" which is attached hereto and incorporated herewith as Exhibit B, together with interest at the rate of 14.750% per annum. A copy of the American General Financial

Services Home Equity Line of Credit Agreement is attached hereto and incorporated herewith as Exhibit B.

4. At the time of the execution of the Open-End Mortgage, Plaintiffs disbursed to Defendants an initial draw of \$11,298.69, plus \$335.00 representing points, \$75.00 representing title insurance fee, and \$59.00 representing recording fee for a total of \$11,767.69.

5. A description of the land subject to the Open-End Mortgage is contained in a Deed recorded in the Clearfield County Recorder of Deeds Office in Deed Book Volume 1584, page 589, and is described as follows:

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

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

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

BEING the same premises, title to which became vested in James A. Wilson and Mona R. Wilson, husband and wife, by deed of Michael A. Segalla and Sandra L. Segalla husband and wife, dated January 18, 1994, and recorded in Deed Book Volume 1584, page 587.

6. The Defendants are the real owner of the land subject to the mortgage.

7. The mortgage is in default because of the Defendants' failure to make the payments due under the Line of Credit Agreement and Mortgage as of February 3, 2004, and is as follows:

Principal balance.....	\$11,767.69
Interest from July 1, 2003 through February 3, 2004	
@ \$4.82 per day.....	\$1,045.94
Costs.....	To be added
Late Fees.....	To be added
Attorney's Fees (to the extent incurred).....	To be added
Total.....	\$12,813.69

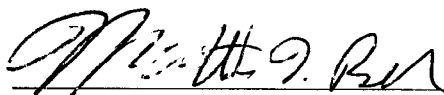
Plus interest from February 3, 2004, @ \$4.82 per day, and all other sums advanced pursuant to the mortgage and reasonable attorneys' fees of thereon.

8. On or about September 23, 2003, Notices were sent to the Defendant in accordance with 35 P.S. § 1680.403C (Homeowner's Emergency Mortgage Assistance act of 1983-Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974 with Act 91, the "Acts" that an action on said Mortgage may be commenced after 30 days from the date of Notices. Said Notices further advises Defendants of their rights and obligations in accordance with the Acts. Copies of said Notices sent to Defendants are attached and incorporated as Exhibits C.

9. Defendants have not cured the default.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$12,813.69 plus continuing interest at the contract rate, reasonable attorneys' fees as authorized by the Note, costs of foreclosure and sale of the premises.

RESPECTFULLY SUBMITTED:

  
Matthew T. Budash

VERIFICATION

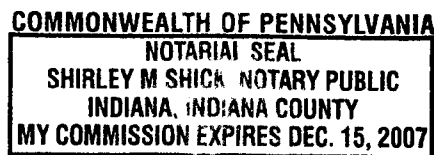
I, Robert Antesberger for American General Finance, verify that the averments set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. 4904, relating to unsworn falsification to authorities.

Robert Antesberger  
Robert Antesberger  
for American General Financial Services

Sworn and subscribed to before me

this 5th day of February, 2004.

Shirley M. Shick (SEAL)



KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200304094

RECORDED ON

MAR 17, 2003

2:37:14 PM

Total Pages: 5

ORDERING FEES - \$15.00

ORDER

NOTARY IMPROVEMENT \$2.00

ORDER IMPROVEMENT \$3.00

ACCESS TO \$10.00

NOTARY \$0.00

STATE TAX \$0.00

TOTAL \$30.00

CUSTOMER

AMERICAN GENERAL FINANCE

(Space Above This Line For Recording Data)

### OPEN-END MORTGAGE

#### THIS MORTGAGE SECURES FUTURE ADVANCES

To Borrowers whose Revolving Line of Credit Agreement and Disclosure Statement provides for a Line of Credit not exceeding \$50,000 and a Variable Rate feature: **Notice to Borrower: This document contains provisions for a variable interest rate.**

THIS OPEN-END MORTGAGE ("Security Instrument") is given on MARCH 13, 2003. The mortgagor is

JAMES A WILSON AND MONA R WILSON

HUSBAND AND WIFE (Borrower").

(indicate marital status)

This Security Instrument is given to

AMERICAN GENERAL FINANCIAL SERVICES, INC.

which is organized and existing under the laws of Pennsylvania, and whose address is

2340 WARREN RD STE 205

INDIANA, PA 15701-2445

("Lender"). Borrower may incur indebtedness to Lender in amounts fluctuating from time to time up to the appraised value of the real estate secured under this Security Instrument, but not exceeding the Line of Credit set by Lender (initially \$ 11768.00), which amount constitutes the maximum principal amount that may be secured at any one time under this Security Instrument. This debt is evidenced by Borrower's Home Equity Line of Credit Agreement and Disclosure Statement dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable as provided in the Note. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (d) the unpaid balances of loan advances made after this Security Instrument is delivered to the recorder for record. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF SANDY, IN THE COUNTY OF CLEARFIELD, AND THE COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS: PARCEL 128-C2-15-15-21 AND BEING MORE FULLY DESCRIBED IN A DEED DATED 01/18/1994, AND RECORDED 02/01/1994, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED BOOK 1584, PAGE 587.

Prior Instrument Reference: Mortgage Book No. 1584, Page 591;

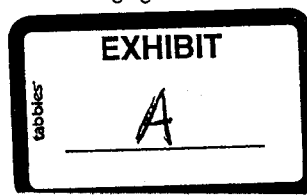
**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** At the request of Lender, Borrower shall begin making monthly payments into an escrow account for the payment of yearly taxes, insurance and other yearly charges imposed upon the Property.





**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied as provided in the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner prescribed by Lender and on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless the Note provides otherwise, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees actually incurred if and as permitted by applicable law, and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fractions: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument whether or not then due.

Unless the Note provides otherwise, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

**13. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**14. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**15. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

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

**17. Borrower's Right to Reinstate.** To the extent required by applicable law, Borrower may have the right to have enforcement of this Security Instrument discontinued. Upon reinstatement by Borrower, this Security Instrument and the obligations secured thereby shall remain fully effective as if no acceleration had occurred.

**18. Acceleration; Remedies.** Except as provided in paragraph 16, if Borrower is in default due to the occurrence of any of the events of default provided in the "DEFAULT; TERMINATION AND ACCELERATION BY LENDER" provision of the Note, Lender shall give Borrower notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees actually incurred if and as permitted by applicable law and costs of title evidence.

**19. Lender in Possession; Assignment of Rents.** Upon acceleration under paragraph 18 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees if and as permitted by applicable law, and then to the sums secured by this Security Instrument. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession," unless Lender shall have entered into and shall remain in actual possession of the Property.

**20. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs.

**21. Advances to Protect Security.** This Security Instrument shall secure the unpaid balance of advances made by Lender, with respect to the Property, for the payment of taxes, assessments, insurance premiums and costs incurred for the protection of the Property.

**22. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Witnesses:

Robert Antesberger

James A. Wilson (Seal)  
Borrower JAMES A WILSON

Mona R. Wilson (Seal)  
Borrower MONA R WILSON

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF INDIANA ss:

On this 13TH day of MARCH, 2003, before me,  
SUSAN K FREDERICK undersigned officer, personally appeared  
JAMES A WILSON AND MONA R WILSON

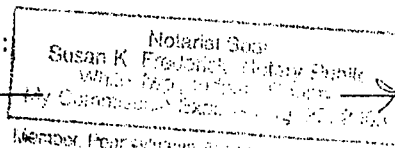
known to me (or satisfactorily proven) to be the person(s) whose name(s) ARE subscribed to the within instrument and acknowledged that THEY executed the same for the purposes therein contained.

WITNESS my hand and official seal, the day and year aforesaid.

(SEAL)

My Commission expires:

AUGUST 22, 2003



Susan K. Frederick  
Notary Public of Pennsylvania

**CERTIFICATE OF RESIDENCE**

I, ROBERT ANTESBERGER

AMERICAN GENERAL FINANCIAL SERVICES, INC.

Mortgagee named in the foregoing mortgage, hereby certify  
that the correct residence address of said Mortgagee is

2340 WARREN RD STE 205, INDIANA, PA 15701-2445

Witness my hand, this 13TH day of MARCH, 2003.

Robert Antesberger  
Agent of Mortgagee

Secondary Mortgage Loan  
This agreement is subject to the provisions of the Secondary Mortgage Loan Act

AMERICAN  
GENERAL  
FINANCIAL SERVICES

AMERICAN GENERAL HOME EQUITY LINE OF CREDIT AGREEMENT

ACCOUNT NUMBER 17166656		
DATE 03/13/03	CREDIT LIMIT \$ 11768.00	TYPE OF LOAN (Alpha) X00
LENDER/SECURED PARTY NAME AND ADDRESS ("Lender") AMERICAN GENERAL FINANCIAL SERVICES, INC. 2340 WARREN RD STE 205 INDIANA, PA 15701-2445		LENDER'S TELEPHONE NUMBER: 724-349-7400
BORROWER(S) NAME AND ADDRESS ("I," "We") JAMES A WILSON MONA R WILSON 421 TREASURE LAKE DUBOIS, PA 15801		
PROPERTY THAT SECURES THIS LINE OF CREDIT.		
<input checked="" type="checkbox"/> Conventional Home and Real Estate	<input type="checkbox"/> Manufactured Home and Real Estate	<input type="checkbox"/> Other Real Estate
PROPERTY ADDRESS 421 TREASURE LAKE DUBOIS, PA 15801	PROPERTY ADDRESS	PROPERTY ADDRESS

1. **Meaning of Some Words.** In this Agreement, the words "Borrower," "I," "me," "my," "we," and "our" mean all persons signing this Agreement as a "Borrower" or "Co-Borrower." The words "Lender," "you," and "your" mean AMERICAN GENERAL FINANCIAL SERVICES, INC. its successors, and assigns.

2. **Home Equity Line of Credit Agreement.** Lender has opened a Line of Credit for me (my "Account"). This American General Home Equity Line of Credit Agreement ("Agreement") states the terms and conditions of my Account. I have read this Agreement carefully and will keep a copy for my records.

3. **Credit Limit.** The maximum amount of credit available to me under this Agreement is called my Credit Limit. My Credit Limit is stated above. The total amount I owe Lender at any time under this Agreement and my Security Instrument (defined in Section 5 below) is called my Total Balance. The total amount available for me to borrow from my Account at any time is called my Available Credit. My Available Credit equals my Credit Limit, less my outstanding Principal Balance. My Principal Balance is the amount I owe Lender for each Draw (defined in Section 7 below) on my Account, as well as any fees and charges that are added to my Principal Balance and any credit insurance premiums.

4. **Promise to Pay.** I promise to pay to the order of Lender my Total Balance. If more than one Borrower signs this Agreement, all of us are bound by this Agreement, and each of us, together and individually, will keep all of the promises we make in this Agreement, including our Promise to Pay. If someone other than a Borrower uses my Account, I promise to pay amounts owed to Lender because of Draws by that person, even if that person did not have my permission and even if I told Lender that the person was using my Account, to the extent permitted by applicable law.

5. **Security Interest.** At the time I sign this Agreement, I also will give Lender a mortgage, deed of trust, and/or other security instrument (the "Security Instrument"). The Security Instrument gives Lender a security interest in the property (the "Security Interest") described at the beginning of this Agreement (the "Property"). Lender's Security Interest will be limited to my Credit Limit plus any unpaid finance charges. The Property will be used as the principal residence of at least one Borrower, unless Lender otherwise agrees. I agree not to allow any other lien to be filed against the Property that will be superior to or adversely affect Lender's Security Interest.

The Security Instrument will not secure other debts I owe Lender, unless it specifically states that it secures those debts. This Agreement and my Account will not be secured by a mortgage, deed of trust, or other security instrument on anyone's principal residence, unless the mortgage, deed of trust, or other security agreement specifically states that it secures this Agreement.

6. **Using My Account.**

**Right to Cancel.** If the Property is the principal residence of any Borrower, I may be entitled to cancel all or a part of this Agreement under the Truth in Lending Act and Regulation Z or other applicable law. If Lender gives me a Right to Cancel, I may not use my Account until the Right to Cancel expires. I may also be entitled to rescind a Security Interest added or increased in the event that the Credit Limit on my Account is increased.

**The Term of This Agreement.** The term of this Agreement is divided into two periods: the 10 year "Draw Period" and the "Repayment Period." The Repayment Period will vary depending on the payment option I choose.

**Draw Period.** An advance of funds from my Account is called a Draw. This Agreement and the Draw Period begin on 03/13/03. The Draw Period will continue for 10 years and will end on 03/12/13 (the "Last Draw Date").

**Repayment Period.** After the Draw Period ends, the Repayment Period begins ("Repayment Period"). During the Repayment Period, I may not take any Draws, and I must repay the Total Balance in accordance with the payment option I choose.

**Credit Limit.** I may make Draws on my Account up to my Credit Limit; however, I may not take a Draw greater than my Available Credit. If I do request a Draw greater than my Available Credit in violation of this Agreement, Lender may but is not obligated to honor that Draw request, and Lender is not obligated to honor future Draw requests in excess of my Credit Limit.

7. **Draws.** There are two kinds of Draws: the "First Draw" and "Subsequent Draws."

**First Draw.** I must take a First Draw in the minimum amount of \$ 1000.00 on 03/18/03 (the "First Draw Date"). My First Draw will be paid to me by check. In addition to my First Draw, any Fees due under this Agreement that I choose to finance will be added to my Principal Balance.

SEE ADDITIONAL PAGES FOR IMPORTANT INFORMATION



AMERICAN GENERAL HOME EQUITY LINE OF CREDIT AGREEMENT (con't)

**Subsequent Draws.** I may take Subsequent Draws during the Draw Period by writing special checks from time to time (each, a "Check"), but I may not request a Subsequent Draw for an amount greater than my Available Credit. Each Subsequent Draw must be for at least \$ 100.00. Immediately after any Subsequent Draw, my Principal Balance must exceed \$ N/A. I may obtain Subsequent Draws at Lender's offices or by using my Checks I receive from Lender. Lender may charge amounts to my Account as Subsequent Draws to protect Lender's Security Interest in the Property, as stated in the Security Instrument, at any time.

**Checks.** I can use my Checks, subject to the terms of this Agreement. When Lender honors a Check, Lender may charge the amount of the Check to my Account, even if it is post-dated, stale, or will cause me to exceed my Credit Limit. Lender is not obligated to pay Checks that will cause me to exceed my Credit Limit, but, if Lender does so, Lender is not obligated to do so again in the future. Checks will not be returned with my Monthly Statements. Lender can pay Checks in any order it chooses even though this may affect whether I exceed my Credit Limit, unless otherwise required by law.

**Stop Payment Requests.** If I ask, Lender may attempt to stop payment on a Check, but Lender will have no liability to me if Lender does not. An oral request to stop payment is good for only fourteen (14) calendar days unless I confirm it in writing within that period. A written request is good for only six (6) months unless I renew it in writing within that period. I will contact Lender immediately if I wish to stop payment on a Check. Lender then will send me a "Stop Payment Request" form that I must sign and return to Lender. Lender will advise me of other rules that will apply to Stop Payment Requests.

**Loss of Checks.** I must notify Lender immediately if any of my Checks are lost or stolen or if I learn that any of the Checks have been used without my permission. To report the loss or theft of my Checks, I may write to Lender at the address listed at the beginning of this Agreement or on my Monthly Statement ("Lender's Address") or call Lender at the telephone number listed at the beginning of this Agreement or on my Monthly Statement ("Lender's Telephone Number"). Lender may change Lender's Address or Lender's Telephone Number by telling me in my Monthly Statement. If my Account is closed for any reason, I agree to return all unused Checks to Lender immediately.

**Restrictions on Draws.** Lender may refuse to honor any Draw request

- (a) that will cause me to exceed my Credit Limit;
- (b) that I try to use to make any payments on my Account or any other account due to Lender, unless I first get Lender's permission in writing;
- (c) that does not comply with this Agreement;
- (d) if Lender has suspended or terminated my Account; or
- (e) if I am otherwise in default of this Agreement.

Lender is not responsible if I am dissatisfied with the goods or services I have purchased or leased with Draws from my Account or if anyone does not accept my Check.

**8. How My Finance Charges Are Computed.** Finance charges will be assessed on my Account in the form of Additional Fees described in Section 10 below and by applying the applicable daily periodic rate disclosed in Section 9 below to the average daily balance on my Account and then multiplying the resulting product by the number of days in the billing cycle. The Finance Charge calculated in this manner will never exceed the Finance Charge that would result from applying the daily periodic rate to the daily balance for each day of the billing cycle. Finance charges will be disclosed on my Monthly Statement as the Finance Charge. The daily periodic rate applied to my Account will be determined by dividing the annual percentage rate applicable to my Account (the "Annual Percentage Rate") for the billing cycle by 365 (the "Daily Periodic Rate").

**Calculation of Average Daily Balance.** Lender figures a portion of the Finance Charge on my Account by applying the Daily Periodic Rate to the average daily balance on my Account. To get the average daily balance, Lender takes the beginning Principal Balance (which excludes any accrued and unpaid finance charges resulting from the daily periodic rate) on my Account each day, adds any new Draws, Fees (as defined below), and credit insurance premiums (except as otherwise provided in this Agreement), and subtracts any payments or credits. This gives Lender the "Closing Daily Balance" on my Account. Then, Lender adds all the Closing Daily Balances for the billing cycle and divides the total by the number of days in the billing cycle. This gives Lender the "Average Daily Balance." The Closing Daily Balance will reflect payments, credits, draws, and debits posted to my Account each day but will not include any unpaid finance charges resulting from the daily periodic rate.

**No Grace Period.** There is no grace period during which I can make a payment and avoid a Finance Charge. Finance charges will begin to accrue on the day that Draws, Fees (as defined below), or credit insurance premiums are posted to my Account.

**9. Annual Percentage Rates/Daily Periodic Rates.** The interest rate that Lender uses to calculate a portion of the Finance Charge on my Account is called an Annual Percentage Rate or a Daily Periodic Rate. The Annual Percentage Rate is the Daily Periodic Rate of interest on my Account expressed as an annual rate.

☐ **Fixed Annual Percentage Rate/Daily Periodic Rate.** The ANNUAL PERCENTAGE RATE applied to my Account is N/A%. The Daily Periodic Rate applied to my Account is N/A%.

☒ **Variable Annual Percentage Rate/Daily Periodic Rate.** My Annual Percentage Rate and Daily Periodic Rate may change annually. The Annual Percentage Rate and the Daily Periodic Rate on my Account are based on an Index. The Index is the highest Prime Rate in the Money Rates listing in The Wall Street Journal on the first business day after the 14th day of the month preceding each anniversary of my Account. The anniversary of my Account is one (1) year from the Date of Agreement above and the same date of each year thereafter (my "Anniversary"). To get my Annual Percentage Rate, Lender adds 10.500 percentage point(s) (the "Margin") to the Index. My initial ANNUAL PERCENTAGE RATE is 14.750%, and my initial Daily Periodic Rate is .0404%. If the Index becomes unavailable during the term of this Agreement, Lender may use a comparable Index after Lender notifies me.

**Rate Changes.** The Annual Percentage Rate can change annually, but the rate cannot increase or decrease by more than 2.000 percentage point(s) on any Anniversary. Changes in the Annual Percentage Rate and Daily Periodic Rate for my Account will take effect on the first day of the billing cycle beginning on or after the Anniversary of my Account. My Monthly Statement will show the Annual Percentage Rate and Daily Periodic Rate that applied to my Account during the billing cycle. Increases in the Annual Percentage Rate and Daily Periodic Rate for my Account may result in a greater Finance Charge and an increase in the Current Payment I must make on my Account. The ANNUAL PERCENTAGE RATE on my Account will never be more than 17.000%, which is the same as a Daily Periodic Rate of .0466%, or be less than 7.000%, which is the same as a Daily Periodic Rate of .0192%.

SEE ADDITIONAL PAGES FOR IMPORTANT INFORMATION

AMERICAN GENERAL HOME EQUITY LINE OF CREDIT AGREEMENT (con't)

☐ **Introductory Discount for Annual Percentage Rate/Daily Periodic Rate.** Initially, during the discount period, the Annual Percentage Rate and Daily Periodic Rate applicable to my Account will not be the Annual Percentage Rate and Daily Periodic Rate shown above. The Introductory ANNUAL PERCENTAGE RATE is N/A%, and the Introductory Daily Periodic Rate is N/A%. The Introductory Annual Percentage Rate and Daily Periodic Rate applicable to my Account will be in effect from the First Draw Date through the first NA billing cycles. Thereafter, beginning on the first day of the next billing cycle, the Annual Percentage Rate and Daily Periodic Rates shown above will apply.

Each Annual Percentage Rate disclosed above includes only interest and not other charges.

10. **Fees.** I agree to pay certain fees and charges ("Fees") as provided below. I agree that Lender may charge these Fees to my Account and include these Fees in my Principal Balance, except as otherwise provided in this Agreement. Fees will not be refunded if my Account is closed for any reason, unless required by law.

**Loan Fees.** I agree to pay the following Loan Fees in connection with my Account. If I do not pay the Loan Fees in cash when I open my Account, funds may be advanced from my Account to pay these Loan Fees at the time I take my First Draw.

**Loan Fees Paid to Lender.**

**Loan Fees Paid to Third Parties.**

\$ 75.00 Title Examination Fee  
\$ 59.00 Recording/Releasing Fees RE

**Additional Fees.** I also agree to pay the following Additional Fees on my Account. These Fees are an additional kind of FINANCE CHARGE. These Additional Fees will appear on my first Monthly Statement in the "FINANCE CHARGE" box.

**Additional Fees Paid to Lender.**

\$ 335.00 Points

**Additional Fees Paid to Third Parties.**

**Account Fees.** If checked, Lender may charge the following Fees to my Account:

☐ **Initial Annual Fee.** Lender may charge an Annual Fee on my Account on my first Monthly Statement. The Initial Annual Fee is \$ N/A.

☐ **Subsequent Annual Fee.** Lender may charge a subsequent Annual Fee on my Account on each annual Anniversary during my Draw Period. The subsequent Annual Fee is \$ N/A.

☒ **Late Fee.** I may have to pay a Late Fee as more fully described in Section 34.

☒ **Returned Check Fee.** I may be required to pay a Returned Check Fee as more fully described in Section 35.

☐ **Reconveyance Fee.** I may be required to pay a Reconveyance Fee as more fully described in Section 36.

11. **Payment Options.** Each month I must pay at least the Minimum Payment shown on each of my Monthly Statements by the payment due date. I may make larger payments on my Account at any time and in any amount, but I still must make any Minimum Payment due for the month(s) following that larger payment. The larger my payments, the smaller the total Finance Charge I will have to pay over the term of this Agreement. I may pay the Total Balance on my Account in full at any time; however, I may be required to pay a Prepayment/Termination Fee, as provided in Section 33.

☐ **Percent of New Balance Option.** Under this option and subject to any balloon payment below, my Minimum Payments will be due monthly and will include any Past Due Amounts and any Late Fee and any Returned Check Fees assessed for the billing cycle, plus a Current Payment equal to N/A% of the sum of the Principal Balance, the finance charges, and any credit insurance premiums assessed for the current billing cycle.

☒ **Assumed Term Option.** Under this option and subject to any balloon payment below, my Minimum Payment will be due monthly and will include a Current Payment equal to an amount that would amortize the Principal Balance and the Finance Charge to be earned on my Principal Balance over an assumed term of 20 years (the "Assumed Term") in substantially equal amounts each billing cycle, plus any Past Due Amounts and any credit insurance premiums, any Late Fee, and any Returned Check Fees assessed for the billing cycle. During my Draw Period, if my Principal Balance changes because I take a Draw and/or Fees are charged to my Account or if my Annual Percentage Rate changes (other than an adjustment resulting from the expiration of an Introductory Rate), my Current Payment will be adjusted at the end of the billing cycle in which the change occurs to an amount that would amortize my Principal Balance and the Finance Charge to be earned on my Principal Balance in substantially equal amounts each billing cycle over my Assumed Term; however, the due date of any balloon payment below will remain the same. During the Repayment Period, each time my Annual Percentage Rate is adjusted or an advance is made from my Account pursuant to this Agreement, my Current Payment will also be adjusted to an amount that would amortize my Principal Balance and the Finance Charge to be earned over the remainder of my Assumed Term; however, the due date of any balloon payment below will remain the same.

If the Current Payment determined under either payment option above is less than \$ 50.00, my Current Payment will equal \$ 50.00 or the New Balance shown on my Monthly Statement, whichever is less.

☐ **Balloon Payment.** If I only make the required Current Payments on my Account, they will not be sufficient to repay my Total Balance. I will then be required to pay my remaining Total Balance in a single "Balloon Payment" on N/A.

SEE ADDITIONAL PAGES FOR IMPORTANT INFORMATION

AMERICAN GENERAL HOME EQUITY LINE OF CREDIT AGREEMENT (con't)

**Allocation of Payments.** Account payments will be applied first to any Late Fee, then to any Returned Check Fee, any credit insurance premiums billed (where applicable), then to finance charges assessed on my Account, and finally to the Principal Balance of my Account, unless otherwise required by law.

**Form of Payments.** I must make my payments by check, money order, or similar instrument payable in U.S. funds and drawn on a financial institution located in the U.S. I may not mail Lender cash or use a Check (see Section 7 above) to pay Lender; however, I may make my payments in cash in person at any of Lender's offices. I agree not to send Lender payments marked "paid in full," "without recourse," or similar language unless those payments are marked for special handling and sent to Lender's office servicing my Account.

**Where to Send My Payments.** I must send my payment to Lender's Address listed on my Monthly Statement. Payments that Lender receives at Lender's Address by 3 PM each business day will be credited to my Account as of the date of receipt. Payments that Lender receives at Lender's Address after this time will be treated as received by Lender on the next business day. Payments received at any other location will be credited no later than five (5) days after Lender receives them to be credited. I will be sure to include my payment coupon with my payment. If I fail to include my payment coupon, my payment may not be credited to my Account for up to five (5) days. Delayed crediting may cause me to incur a Late Fee and/or additional finance charges.

**12. Monthly Statements.** Lender will bill me for payments due on my Account, every month, by sending me a billing statement, called a Monthly Statement. The period of time covered by each Monthly Statement is called a "Billing Cycle." My first Billing Cycle begins on the Date of this Agreement. The last day of each Billing Cycle is called the "Billing Cycle Closing Date." Each Monthly Statement will show the activity on my Account during the Billing Cycle. The day of the month when each payment will be due is shown after the words "Payment must be received on or before" (the "Payment Due Date"). Each Monthly Statement will show the Billing Cycle Closing Date, the Payment Due Date for the Billing Cycle, and certain other required information. Lender will send each Monthly Statement to the Borrower's address listed at the top of page 1 of this Agreement, called "Borrower's Address."

**When Lender Will Send My Monthly Statements.** Lender will send me a Monthly Statement for each Billing Cycle in which (1) Lender charges a Finance Charge, (2) Lender charges a Fee, (3) there is any other activity on my Account, or (4) the law requires that Lender send me a Monthly Statement.

**Billing Errors.** I should review each Monthly Statement carefully and advise Lender in writing of any errors within sixty (60) days of the Billing Cycle Closing Date, as more fully explained on the Billing Rights Statement that accompanies this Agreement.

**13. When Lender May Prohibit Subsequent Draws or Reduce My Credit Limit.** To the extent permitted by applicable law and as provided in the Agreement, Lender may prohibit Subsequent Draws or reduce my Credit Limit if:

- (a) The value of the Property decreases significantly below the appraised value of the Property. The appraised value of the Property is the value shown by Lender's most recent appraisal of the Property (the "Appraised Value"); or
- (b) Lender reasonably believes that I will be unable to make my Minimum Payments on time because of a material adverse change in my financial circumstances; or
- (c) I am in default of a material obligation under this Agreement. A material obligation includes, but is not limited to, my promise (i) to notify Lender immediately should there be an adverse change in my credit or financial condition; (ii) to give Lender updated financial or credit information upon request; (iii) not to permit any lien to be filed against the Property that will be superior to Lender's Security Interest; and (iv) not to exceed my Credit Limit; or
- (d) Government action (i) prevents Lender from charging any Annual Percentage Rate provided under this Agreement or (ii) adversely affects the priority of Lender's Security Interest in the Property to the extent that the value of Lender's Security interest is less than 120% of my Credit Limit; or
- (e) When the maximum Annual Percentage Rate under this Agreement is reached; or
- (f) Lenders regulators consider Subsequent Draws to be an unsafe and unsound lending practice; or
- (g) I ask Lender to reduce or limit my Subsequent Draws; or
- (h) Any event listed in Section 15 below occurs.

**How to Reinstate My Account.** Lender will reinstate my Account during the Draw Period if (1) I ask Lender in writing to reinstate, (2) I pay any credit report fees and any appraisal fee Lender incurs to update Lender's credit information about me, (3) Lender agrees that the reason that caused Lender to prohibit Subsequent Draws or reduce the Credit Limit no longer exists, and (4) there is no other reason for Lender to prohibit Subsequent Draws or reduce my Credit Limit. Lender may require that all Borrowers sign any request to reinstate.

**14. Required Property Insurance.** I am required to maintain hazard insurance on the Property in types and amounts acceptable to Lender ("Required Insurance"). I have the option of providing the Required Insurance through an existing policy of insurance owned or controlled by me, or through a policy to be obtained and paid for by me. I may purchase this Required Insurance through any insurer, insurance agent, or broker of my choice that is acceptable to Lender. Lender may for reasonable cause decline any insurance provided by me. Required Insurance is not available for purchase through Lender. Required insurance must (a) insure the Property against all risks of physical damage, including loss by fire and other hazards for the term of the Agreement, (b) have terms and amounts satisfactory to Lender, (c) name Lender as loss payee or mortgagee, (d) not permit the addition of any other loss payee or mortgagee to the insurance policy unless Lender consents in writing, (e) provide that such insurance will not be canceled or modified without at least fifteen (15) days prior written notice to the loss payee or mortgagee, and (f) not include any disclaimer of the insurer's liability for failure to give such notice. I agree to provide Lender with satisfactory proof of my Required Insurance.

I agree to keep my Required Insurance in force until all amounts that I owe Lender under this Agreement and the Security Instrument are paid in full, my Account is terminated, and Lender releases or discharges the Security Instrument. In case of damage to or loss of the Property, I agree to give prompt notice to Lender and the insurance carrier. If I fail to promptly notify or make proof of loss to the insurance carrier, Lender may (but is not required to) do so on my behalf. I agree that Lender may use any insurance proceeds to reduce the amounts that I owe under this Agreement and the Security Instrument. I authorize Lender to adjust my losses and sign my name to any check, draft, or other papers necessary to obtain such insurance payments. If insurance proceeds paid to Lender do not satisfy all amounts that I owe Lender under this Agreement and the Security Instrument, I remain responsible for payment of the balance of any amounts due under this Agreement and the Security Instrument.

SEE ADDITIONAL PAGES FOR IMPORTANT INFORMATION



**AMERICAN GENERAL HOME EQUITY LINE OF CREDIT AGREEMENT (con't)**

If, at any time, I fail to buy or keep in force my Required Insurance, Lender may (but is not required to) purchase insurance at my expense to protect Lender's interest in the Property. I agree that this insurance may, but need not, protect my interests. The coverage purchased by Lender may not pay any claim I make. I agree that the cost of insurance purchased by Lender may be much more than the cost of insurance I could have obtained on my own, and I agree that the cost of such insurance may, to the extent permitted by law, be added to my Principal Balance and accrue finance charges. I authorize Lender to purchase the insurance required by this Agreement. I understand that Lender or its affiliate may earn a profit from the purchase of this insurance, to the extent permitted by applicable law.

**15. Default.** To the extent permitted by applicable law, I will be in default of this Agreement if

- (a) I file for, or my creditors place me in, bankruptcy and I fail to meet the repayment terms of this Agreement; or
- (b) I do not make any Minimum Payment by the Payment Due Date or otherwise fail to meet the repayment terms provided for in this Agreement; or
- (c) I commit fraud or materially misrepresent any information with regard to my Account, including, but not limited to, material misrepresentations in my credit application, financial statements that I make to Lender, or any correspondence or discussions that I have with Lender about my Account; or
- (d) Any action or inaction by me adversely affects Lender's Security Interest in the Property, for example, (i) I transfer title to the Property or sell the Property without Lender's prior written permission; (ii) I do not maintain Required Insurance on the Property; (iii) I do not pay, when due, taxes that would become a lien on the Property; (iv) I am the only Borrower and I die; (v) I do not maintain the Property, I abandon the Property or I commit waste or otherwise destructively use the Property; (vi) a lien that is superior to Lender's Security Interest is filed against the Property, or a lien that is subordinate to Lender's lien is filed against the Property and that lien adversely affects the Property or Lender's rights in the Property; (vii) the Property is taken by condemnation or eminent domain; (viii) the Property is foreclosed upon by another lien holder; (ix) another creditor attempts to enforce a judgment against the Property; (x) I use the Property illegally such that the Property could be seized; or (xi) I move out of the Property; or
- (e) One of two Borrowers dies and Lender's Security Interest is adversely affected thereby.

(For Kansas residents only, Lender believes the preceding events would significantly impair the prospect of payment, performance, or realization of collateral. Except for a default resulting from my failure to make any payment as required by this Agreement, the burden of establishing the prospect of such significant impairment is on the Lender.)

If I default, Lender may, subject to providing required notices and right to cure, (i) prohibit Subsequent Draws and (ii) reduce my Credit Limit and (iii) close my Account and require me to pay Lender the Total Balance right away and (iv) foreclose on my Property. If I default and Lender hires an attorney who is not Lender's employee to collect my Account, I will pay Lender's collection costs, including court costs and foreclosure costs and reasonable attorney's fees, to the extent permitted by applicable law.

All of Lender's rights and remedies shall be cumulative and nonexclusive with respect to each and every Borrower or Co-Borrower obligated under this Agreement.

**16. When Lender May Close My Account.** If I am in default, Lender may close my Account and require me to pay the Total Balance immediately, after providing me any notice of default and opportunity to cure required by applicable law. If I am in default, Lender first may choose to take other action, such as prohibiting Subsequent Draws or reducing my Credit Limit; however, unless Lender reinstates my Account, Lender does not give up Lender's right to close my Account and require me to pay Lender the Total Balance immediately, even if I do not default again. If Lender closes my Account and requires me to pay Lender the Total Balance right away, I must pay the Total Balance I owe Lender immediately. Until I pay Lender in full, the Principal Balance will continue to accrue finance charges at the rate disclosed in this Agreement, or the maximum rate allowed by applicable law, whichever is less.

**17. Closing My Account.** Except as otherwise provided in this Agreement, I may close my Account at any time by calling Lender at Lender's Telephone Number and sending a written request to Lender's Address. Lender will close my Account when Lender receives my notice. If more than one person signs this Agreement as a Borrower, any Borrowers request to close the Account will be treated as a request to close this Account by all Borrowers. Lender may not honor any Check Lender receives after Lender receives my notice. If I close my Account, I must stop using it immediately and pay the Total Balance I owe Lender. Until I pay Lender in full, Lender will charge finance charges on the Principal Balance of my Account.

**18. Credit Information.** I must notify Lender immediately if there is any adverse change in my credit or financial condition. I will provide Lender with updated financial or credit information when Lender requests it. Lender may get consumer reports from consumer reporting agencies when Lender reviews my Account.

**19. Notices.** Lender will send me any notice required by this Agreement or by law to Borrower's Address. I will tell Lender in writing if Borrower's Address changes. If Lender mails me a letter, notice, or statement to Borrower's Address, Lender can assume that I have received it. If I send Lender a notice or letter, I must send it to Lender's Address or any other address Lender specifies in my Monthly Statement.

**20. Tax Deductions.** Lender has made no promises to me nor advised me in any way whether the Finance Charges and Fees are "interest" that I may deduct on my tax returns. I should consult a tax advisor about deducting Finance Charges and Fees on my tax returns.

**21. No Transfer.** I will not transfer or assign any of my rights under this Agreement. Lender may transfer or assign any or all of Lender's rights under this Agreement.

**22. Telephone Calls.** Lender may listen to or record Lender's telephone calls with me for quality control purposes. Lender may use and I consent to the use of automated telephone equipment or prerecorded telephone calls to contact me about my Account, to the extent allowed by law. If I have a telephone answering device, Lender may leave messages about my Account or about additional opportunities and promotions on this device.

**23. No Waiver.** Lender may choose to delay enforcing any of Lender's rights or waive any of Lender's rights under this Agreement. Lender may delay enforcing or waiving any of Lender's rights without affecting Lender's other rights. If Lender waives a right, Lender can still enforce the same right later.

**SEE ADDITIONAL PAGES FOR IMPORTANT INFORMATION**

AMERICAN GENERAL HOME EQUITY LINE OF CREDIT AGREEMENT (con't)

24. **Lender's Errors.** Lender does not intend to charge or collect any interest, charge, or fee that is more than the law allows. If Lender charges or collects any amount over what the law allows, Lender will apply the excess amount first to the Principal Balance due on my Account as a partial prepayment without any Prepayment/Termination Fee. If I have paid my Account in full, Lender will refund any excess amount. If any part of this Agreement is finally determined to be unenforceable under any law, rule, or regulation, all other parts of this Agreement still are valid and enforceable.
25. **How Lender May Change This Agreement.** Subject to any state law requirements, Lender may change the terms of this Agreement if (a) I have already agreed to the change in this Agreement, (b) if I agree to the change in writing at the time Lender requests it, (c) if the change unequivocally will benefit me during the remaining term of this Agreement, or (d) if the change is insignificant (such as changes relating to Lender's data processing systems).
26. **Entire Agreement.** This Agreement, together with all documents executed at the same time, contain the entire agreement of the parties concerning the subject matter hereof, and no party hereto has relied upon any representations except such as are specifically set forth herein.
27. **Broker Representations.** Borrower acknowledges that any broker involved in the transaction is not Lender's agent, and Lender is not bound by any of the brokers representations.
28. **Release of Security.** Lender is not obligated to release the Security Instrument on the Property unless there are no longer any amounts owing to Lender under this Agreement and unless I indicate to Lender in writing that I want to terminate my Account.
29. **Not applicable.**
30. **Not applicable**
31. **Miscellaneous.** I waive the defenses of presentment, notice of dishonor, and protest, if any, to the enforcement of this Agreement and any Security Instrument. Time is of the essence of this Agreement. If any provision of this Agreement shall be adjudged or deemed invalid, illegal, or unenforceable, such provision shall be deemed stricken from this Agreement and the remainder of the Agreement shall be construed as if such provision had never been included. Plural words shall be construed in the singular and singular words in the plural as their context may require, or as required to give effect to the terms of the Agreement. I agree to cooperate in executing any extension or statement of maturity of the Security Instrument securing this Agreement.
32. **Arbitration Agreement and Waiver of Jury Trial.** (See following pages).

SEE ADDITIONAL PAGES FOR IMPORTANT INFORMATION

The following notice applies if the proceeds of this loan will be applied in whole or substantial part to a purchase of goods from a seller who either refers consumers to the lender or who is affiliated with the lender by common control, contract, or business arrangement:

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

AMERICAN GENERAL HOME EQUITY LINE OF CREDIT AGREEMENT (con't)

ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL

**DESCRIPTION OF ARBITRATION.** Arbitration is a method of resolving claims and disputes between parties without having to file a lawsuit in court. It is a process in which both sides present their case to a neutral third person--the arbitrator--instead of a judge or jury, to resolve the dispute. **TO THE FULLEST EXTENT PERMITTED BY LAW, BY SIGNING THIS AGREEMENT, BOTH LENDER AND I ARE VOLUNTARILY WAIVING ANY RIGHT TO A JURY TRIAL OR JUDGE TRIAL OF ALL CLAIMS AND DISPUTES COVERED BY THIS ARBITRATION AGREEMENT ("this Arbitration Agreement").**

**CLAIMS AND DISPUTES COVERED.** Except for those claims mentioned below under the heading "MATTERS NOT COVERED BY ARBITRATION," Lender and I agree that either party may elect to resolve by BINDING ARBITRATION all claims and disputes between us ("Covered Claims"). This includes, but is not limited to, all claims and disputes arising out of, in connection with, or relating to:

My loan from Lender today; any previous loan from Lender and any previous retail credit agreement ("Retail Contract") whether open or closed-end, assigned to Lender; all documents, promotions, advertising, actions, or omissions relating to this or any previous loan or Retail Contract made by or assigned to Lender; any insurance product, service contract, or warranty purchased in connection with this or any previous loan or Retail Contract made by or assigned to Lender; any product or service offered to Lender's customers with any assistance or involvement by Lender; whether the claim or dispute must be arbitrated; the validity and enforceability of this Arbitration Agreement and the Agreement, my understanding of them, or any defenses as to the validity and enforceability of the Agreement and this Arbitration Agreement; any negotiations between Lender and me; the closing, servicing, collecting, or enforcement of any transaction covered by this Agreement; any allegation of fraud or misrepresentation; any claim based on or arising under any federal, state, or local law, statute, regulation, ordinance, or rule; any claim based on state or federal property laws; any claim based on the improper disclosure of any information protected under state or federal consumer privacy laws; any claim or dispute based on any alleged tort (wrong), including intentional torts; and any claim for injunctive, declaratory, or equitable relief.

**COVERED CLAIMS AGAINST THIRD PARTIES.** This Arbitration Agreement also covers any claim or dispute between me and any of Lender's employees, officers, agents, or directors; any of its affiliate corporations; any entities which provided insurance in connection with this or any previous transactions between me and Lender, any third parties that assigned Retail Contracts or other agreements to Lender; and any of the employees, officers, agents, or directors of such affiliates or third parties. Affiliate corporations are Lender's parent corporations, subsidiary corporations, and sister corporations. Some of Lender's affiliates are American General Finance Corporation, American General Financial Services, Inc., Merit Life Insurance Co., and Yosemite Insurance Company. In addition, if Lender becomes a party in any lawsuit that I have with any third party, whether through intervention by Lender or by motion made by me or any third party, all claims in that lawsuit between me and the third party will be subject to binding arbitration under this Agreement, provided that the third party is required to agree to resolve such claims by arbitration.

**MATTERS NOT COVERED BY ARBITRATION.** I agree that Lender does not have to initiate arbitration before exercising lawful self-help remedies or judicial remedies of garnishment, repossession, replevin, or foreclosure, but instead may proceed in court for those judicial remedies (an "Excluded Collateral Lawsuit"). I may assert in court any defenses I may have to Lender's claims in such a lawsuit, but any claim or counter claim for rescission or damages I may have arising out of, relating to, or in connection with Lender's exercise of those remedies must be arbitrated. Instead of pursuing arbitration, either Lender or I also have the option to bring a lawsuit in court to seek to recover an amount which does not exceed the total sum of \$5,000.00 (including costs and attorneys' fees), provided that no relief other than such recovery is requested in such lawsuit (an "Excluded Damages Lawsuit"). If an Excluded Damages Lawsuit is filed, the other party cannot require that the claims in that lawsuit be arbitrated. An Excluded Damages Lawsuit can be brought to recover money for myself or Lender only, not for any class or group of persons having similar claims. If such an Excluded Damages Lawsuit is filed by me or Lender, and any party to that lawsuit files an amendment, counterclaim, cross-claim, or third-party claim seeking to recover more than \$5,000, then that claim, counterclaim, cross-claim, or third party claim must be arbitrated in accordance with the procedures set forth in this Arbitration Agreement. Neither I nor Lender shall be deemed to have waived any arbitration rights by the fact of having exercised any self-help or judicial remedies of garnishment, repossession, replevin, or foreclosure or by having filed any claims in court seeking to recover a total sum of \$5,000.00 or less.

**ARBITRATION RULES AND PROCEDURES.**

**A. ARBITRATION FORUM AND RULES.** The arbitration will be conducted under the rules and procedures of the National Arbitration Forum ("NAF") that are in effect at the time arbitration is started and under the rules set forth in this Arbitration Agreement. At my request, Lender will provide me a copy of the NAF Rules. If I lose my copy, Lender will give me another one if I ask for it. I may also obtain a copy of those rules by calling NAF at 1-800-474-2371 or by reviewing NAF's web-site at [www.arb-forum.com](http://www.arb-forum.com). In the event that NAF is either unable, unwilling, or deemed not appropriate by a court to resolve a Covered Claim, or I object to the NAF for good cause, then Lender and I agree to submit all disputes to the American Arbitration Association ("AAA") for proceedings conducted pursuant to the AAA's Commercial Rules and Expedited Procedures. In the event that AAA is either unable, unwilling, or deemed not appropriate by a court to resolve a Covered Claim, or I object to the AAA for good cause, then Lender and I agree to submit all disputes to JAMS for proceedings conducted under its Financial Services Arbitration Rules and Procedures. If there is a conflict between the rules of the NAF (or the AAA or JAMS) and this Arbitration Agreement, this Arbitration Agreement will govern.

**B. SELECTION OF ARBITRATOR.** NAF maintains lists of approved arbitrators. NAF will provide Lender and me each a list of seven (7) possible arbitrators. Lender and I will each have an opportunity to strike three (3) persons from that list. I will make the first strike, and Lender and I will alternate in making strikes after that. After the last strike, the remaining person shall then serve as arbitrator.

**C. STARTING ARBITRATION.** Before I start arbitration, I agree to write to Lender at the address shown for Lender in this Agreement, unless I have received notice of a new address for Lender, and I agree to give Lender a reasonable opportunity to respond and resolve any errors. In my letter, I will give the following information: my name and account number, a description of my claim or dispute and why I believe Lender has made an error, the dollar amount of my claim or dispute, and a description of any other information I need from Lender. Before Lender starts an arbitration, it must write to me at my billing address; describe its claim or dispute; state the dollar amount of its claim or dispute; and give me a reasonable opportunity to resolve the claim or dispute. If a Covered Claim cannot be resolved in the foregoing manner, either Lender or I can start arbitration. Except as described in Paragraph E below, nothing in this Arbitration Agreement shall limit the arbitrator's ability to enforce any of my rights or impose any remedies available to me under any applicable consumer protection laws or regulations. To start an arbitration, Lender and I agree to follow the rules of the NAF (or, if applicable, the rules of the AAA or JAMS).

**D. COSTS OF ARBITRATION.** The NAF, AAA, and JAMS all charge certain fees in connection with arbitration proceedings they conduct. I may have to bear some of these fees; however, if I am not able to pay such fees or think they are too high, Lender will consider any reasonable request to bear the cost. Lender will also bear any costs Lender is required to bear by law or the terms of any other agreement with me. Each party will also pay for its own costs, including fees for attorneys, experts, and witnesses, unless otherwise provided by law or by the terms of any other agreement between the parties, to the extent permitted by applicable law.

**E. CONDUCT OF PROCEEDINGS.** In conducting the arbitration proceedings, the arbitrator shall be bound by the Federal Rules of Evidence; however, the federal or any state rules of procedure or discovery shall not bind the arbitrator. The arbitrator's findings, reasoning, decision, and award shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to the loan or other agreement between Lender and me. The arbitrator must abide by all applicable laws protecting the attorney-client privilege, the attorney work product doctrine, or any other applicable privileges.

SEE REVERSE SIDE FOR ADDITIONAL ARBITRATION TERMS

**ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL (con't)**

**F. ENFORCEMENT AND APPEAL OF DECISION.** The decision and judgment of the arbitrator shall be final, binding, and enforceable in any court having jurisdiction over the parties and the dispute; however, for Covered Claims involving more than \$100,000, any party may appeal the award, at its own cost, except as provided by law, to a three-arbitrator panel appointed by the NAF, AAA, or JAMS, as the case may be. That panel will reconsider from the start any aspect of the initial award that either party asserts was incorrectly decided. The decision of the panel shall be by majority vote and shall be final and binding, except as provided below. The arbitrator's (or panel's) findings, decision, and award shall be subject to judicial review on the grounds set forth in 9 U.S.C. § 10, as well as on the grounds that the findings, decision, and award are manifestly inconsistent with the terms of this Arbitration Agreement and any applicable laws or rules.

**G. LIMITATION OF PROCEEDINGS.** Lender and I further agree that the arbitrator will be restricted to resolving only the claims, disputes, or controversies between Lender and me and the other parties covered by this particular Agreement (and not by similar agreements). Arbitration is not available and shall not be conducted on a class-wide basis or consolidated with other claims or demands of other persons. I agree not to participate in a representative capacity or as a member of any class of claimants pertaining to any Covered Claim.

**H. LIMITATION OF ARBITRATOR'S AUTHORITY:** The arbitrator may award punitive damages only under circumstances where a court of competent jurisdiction could award such damages. In awarding any punitive damages, the arbitrator must abide by all applicable state and federal laws regarding the amount of such damages, and the arbitrator must state the precise amount of the punitive damages award. The arbitrator must also conduct a post-award review of any punitive damages, allowing the parties the same procedural rights and using the same standards and guidelines that would apply in a judicial proceeding in the state where the arbitration is conducted. The arbitrator may award injunctive relief that would benefit either Lender or me in connection with resolving a Covered Claim between Lender and me, but the arbitrator may not award injunctive relief for the benefit of other persons or groups of persons who are not named parties to the arbitration proceeding.

**I. LOCATION OF THE ARBITRATION.** The arbitration will take place in the county where I live unless Lender and I agree to another location. If Lender and I agree, all or a portion of the arbitration proceedings can be conducted by telephone conference.

**J. ENFORCEMENT IN COURT.** Nothing in this Arbitration Agreement shall prevent either Lender or me from enforcing all rights under this Arbitration Agreement if a Covered Claim is filed in court.

**K. FORUM SELECTION CLAUSE.** If either Lender or I need to file a lawsuit to enforce this Arbitration Agreement or to pursue claims that either may or may not be arbitratable under this Arbitration Agreement, the exclusive venue for that suit will be a state court located in the county where Lender's office is located or where I sign this Agreement, or in the federal court covering that county, unless the governing law requires suit to be filed in another location. Nothing in this paragraph shall prevent either Lender or me from enforcing its or my rights under this Arbitration Agreement if the Covered Claim is filed in court.

**ADDITIONAL INFORMATION.** I may obtain additional information about arbitration by contacting the National Arbitration Forum, Inc., at P.O. Box 50191, Minneapolis, Minnesota 55405. (800-474-2371 (Telephone)). (612-631-0802 (Fax)). [www.arb-forum.com](http://www.arb-forum.com) (e-mail).

**OTHER IMPORTANT AGREEMENTS.** Lender and I agree:

- (a) This Arbitration Agreement does not affect any statute of limitations or claims of privilege recognized at law.
- (b) The loan and insurance transactions between Lender and me and other applicable parties are transactions involving interstate commerce, using funds and other resources from outside the state.
- (c) The Federal Arbitration Act applies to and governs this Agreement. State arbitration laws and procedures shall not apply to this Agreement.
- (d) This Agreement applies to and runs to the benefit of Lender's and my assigns, successors, executors, heirs, and/or representatives.
- (e) If any term of this Arbitration Agreement is unenforceable, the remaining terms are severable and enforceable to the fullest extent permitted by law.
- (f) This Arbitration Agreement supersedes any prior arbitration agreement that may exist between Lender and me and can only be modified in writing signed by the parties.
- (g) This Arbitration Agreement applies even if my loan has been cancelled, changed, modified, refinanced, paid in full, charged off, or discharged or modified in bankruptcy.

I AGREE TO READ THIS ARBITRATION AGREEMENT CAREFULLY, BECAUSE IT LIMITS CERTAIN OF MY RIGHTS, TO THE EXTENT PERMITTED BY LAW, INCLUDING MY RIGHTS TO BRING A COURT ACTION, TO HAVE A TRIAL BY JURY, AND TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ AND RECEIVED A COPY OF THIS ARBITRATION AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS.

SEE FOLLOWING PAGE FOR ADDITIONAL INFORMATION

**33. Prepayment/Termination Fee.**

☒ If checked and if (i) I pay the Total Balance on my Account within 60 months after the Date of Agreement and (ii) I terminate my Account, I agree to pay a prepayment/termination fee equal to 4.0 % of the amount of my original Credit Limit ("Prepayment/Termination Fee"). There will be no Prepayment/Termination Fee if (a) my Account is refinanced or consolidated by Lender or its affiliate; (b) my Account is prepaid with insurance proceeds; (c) my Account is prepaid as a result of lawsuit, foreclosure, or acceleration; (d) Lender disapproves a request for assumption and exercises its rights under a due on sale clause, and imposition of the Prepayment/Termination Fee is prohibited by applicable law; or (e) my Account is terminated more than 60 months after the Date of Agreement.

☐ If checked, there will be no prepayment/termination fee.

**34. Late Fee.** If I fail to pay in full the Current Payment within 15 days after the Payment Due Date, Lender may charge a Late Fee equal to 10.00 % of the entire amount of the payment.

**35. Returned Check Fee.** If I make a payment on my Account by a check or other instrument that is returned to Lender unpaid for any reason, Lender may charge a Returned Check Fee of \$20.00.

**36. Reconveyance Fee.** Not applicable.

**37. Due on Sale.** If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument; however, this option shall not be exercised if the exercise of this option by Lender is prohibited by federal law as of the date of the Security Instrument.

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

**38. Governing Law.** The laws of the state where the Property is located and federal law govern this Agreement.

SEE ADDITIONAL PAGES FOR IMPORTANT INFORMATION

AMERICAN GENERAL HOME EQUITY LINE OF CREDIT AGREEMENT (con't)

BY SIGNING BELOW, I SIGNIFY THAT I HAVE READ, UNDERSTOOD, AND AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT THAT PROVIDES, AMONG OTHER THINGS, THAT EITHER LENDER OR I MAY REQUIRE THAT CERTAIN DISPUTES BETWEEN US BE SUBMITTED TO BINDING ARBITRATION. IF LENDER OR I ELECT TO USE ARBITRATION, WE AGREE THAT WE WILL HAVE THEREBY WAIVED OUR RIGHTS TO TRIAL BY JURY OR JUDGE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THAT THE DISPUTE WILL BE DECIDED BY AN ARBITRATOR, AND THAT THE DECISION OF THE ARBITRATOR WILL BE FINAL. ARBITRATION WILL BE CONDUCTED PURSUANT TO THE RULES OF THE NATIONAL ARBITRATION FORUM, EXCEPT AS OTHERWISE PROVIDED IN THE ARBITRATION AGREEMENT.

UNARBT (8-12-01)

I agree that, as of the date first written above ("the Date of this Agreement"), I have received and read a fully completed, legible copy of this Agreement, the Truth in Lending Insurance Disclosures, a copy of the Security Instrument, the Privacy Notice, and two copies of a Notice of Right to Cancel (if applicable), and agree to be bound thereby.

CAUTION: IT IS IMPORTANT THAT I THOROUGHLY READ THE CONTRACT BEFORE I SIGN IT.

x Robert Antashe  
Witness

x \_\_\_\_\_  
Witness

x James A. Wilson L.S.  
Borrower JAMES A WILSON

x Mona R Wilson L.S.  
Co-Borrower MONA R WILSON

x \_\_\_\_\_ L.S.  
Co-Maker  
Print Name: \_\_\_\_\_

x \_\_\_\_\_ L.S.  
Co-Maker  
Print Name: \_\_\_\_\_

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

The MORTGAGE held by American General Financial Services (hereinafter we, us or ours) on your property located at 421 Treasure Lake Dubois, PA 15201 IS IN SERIOUS DEFAULT (because you have not made the monthly payments of \$153.00 for the months of July, August, and September, and/or because \_\_\_\_\_).

Late charges and other charges have also accrued to this date in the amount of \$39.16.

The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$498.16.

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying to us the above amount of \$498.16, plus any additional monthly payments and late charge which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, and made at 2340 Warren Rd. Suite 205 Indiana, PA 15701.

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorneys' fees, actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.

We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If you have not cured the default within the thirty 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 foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale (and perform any other requirements under the mortgage). It is estimated that the earliest date that such a Sheriff's sale could be held would be approximately October 30, 2003. A notice of the date of the Sheriff 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 will be by calling us at the following number: 724-1349-7400. This payment must be in cash, cashier's check, certified check, or money order and made payable to us at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU 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. (YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE 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 UNDER THE MORTGAGE ARE SATISFIED.) CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST) YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

EXHIBIT

tabbies

C

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.

This Notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME:	<u>James and Mona Wilson</u>
PROPERTY ADDRESS:	<u>421 Treasure Lake Dubois, PA 15801</u>
LOAN ACCT. NO.:	<u>17166656</u>
ORIGINAL LENDER:	<u>American General Financial Services</u>
CURRENT LENDER/SERVICER:	<u>Same</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 "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 the meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE-- Your mortgage is in default for the reasons set forth later in the 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 and postmarked within thirty (30) days of your face-to-face meeting.

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

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

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**  
(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at:

421 Treasure Lake Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:



# STATEMENTS OF POLICY

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

July 2003=\$153.00 August 2003= \$153.00 September 2003= \$153.00

Other charges (explain/itemize): \$39.16 Late charges

TOTAL AMOUNT PAST DUE: \$498.16

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

**HOW TO CURE THE DEFAULT--** You may cure the default within THIRTY (30) DAYS of the date of this notice. BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, which is \$ 498.16, 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:

American General Financial Services  
2340 Warren Rd. Suite 205  
Indiana, PA 15701

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

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE--** If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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

## HOW TO CONTACT THE LENDER:

Name of Lender: American General Financial Services  
Address: 2340 Warren Rd. Suite 205  
Indiana, PA 15701  
Phone Number: (724) 349-7400  
Fax Number: (724) 349-2252  
Contact Person: Robert Antesberger

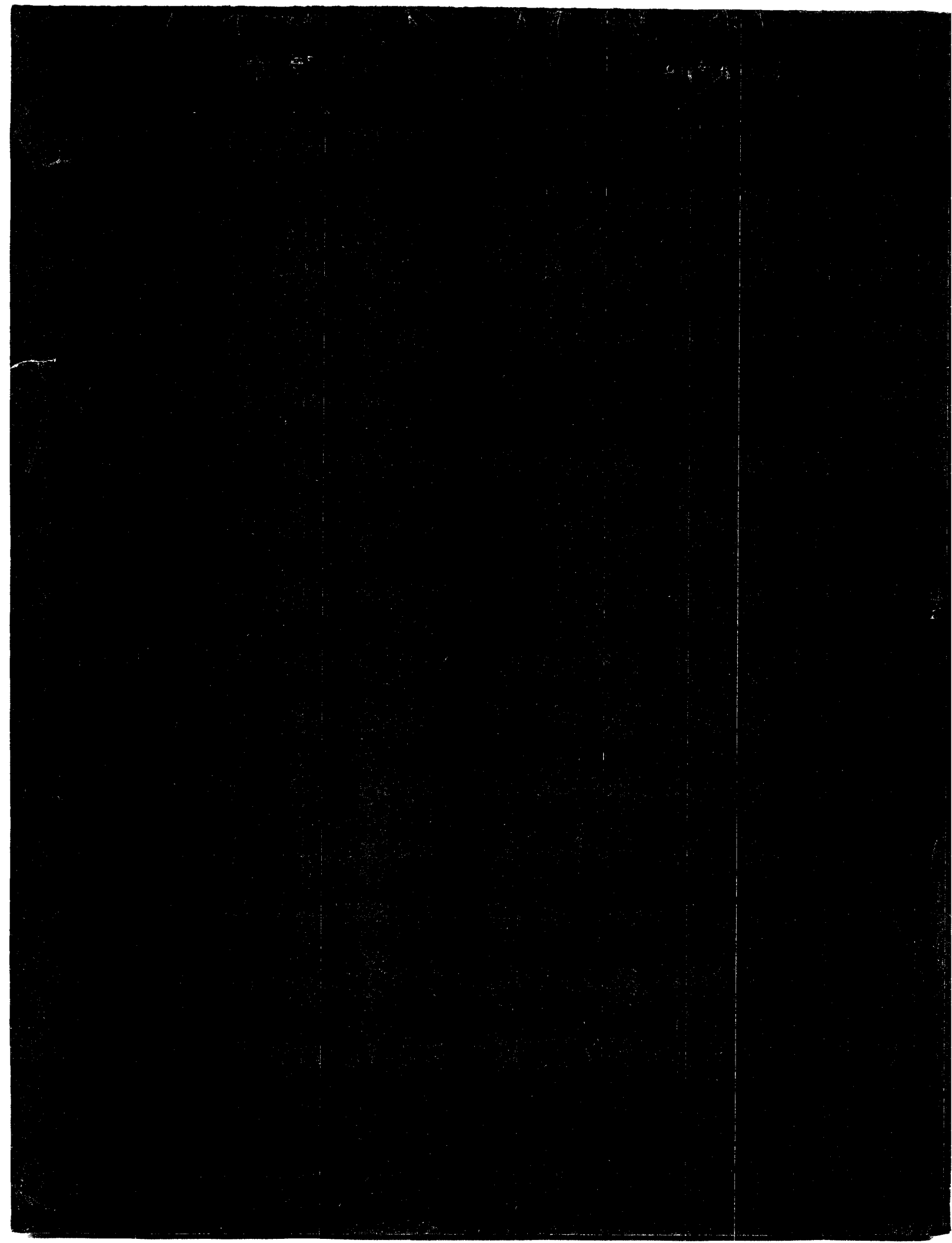
**EFFECT OF SHERIFF'S SALE--** You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by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

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

## YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY  
SEE APPENDIX C



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

AMERICAN GENERAL FINANCIAL  
SERVICES,

Plaintiff

vs.

JAMES A. WILSON and  
MONA R. WILSON, his wife,

Defendant

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:  
:  
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:  
:  
:  
:  
:  
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:  
:  
:

NO.04-212-CD

TYPE OF PLEADING:

MOTION FOR SPECIAL ORDER DIRECTING  
SERVICE BY MAIL

Counsel of Record:

Matthew T. Budash, Esquire

836 Philadelphia Street  
Indiana, PA 15701

ATTORNEY FOR PLAINTIFF

Attorney I.D. #65526

Phone: (724) 463-6050

**FILED**

**MAR 08 2004**

William A. Shaw  
Prothonotary Clerk of Courts

AMERICAN GENERAL FINANCIAL  
SERVICES,

Plaintiff

vs.

JAMES A. WILSON and  
MONA R. WILSON, his wife,

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 04-212-CD

**MOTION FOR SPECIAL ORDER DIRECTING SERVICE OF ORIGINAL PROCESS**

AND NOW, comes Plaintiff, American General Financial Services, by and through their attorney, Matthew T. Budash, and pursuant to Pa. R.Civ.P. Nos. 410 and 430, respectfully moves this Court for a special order permitting service of the Complaint in this action upon Defendants, James A. Wilson and Mona R. Wilson, his wife. In support of this motion, Plaintiff avers the following:

1. The instant action concerns a Mortgage Foreclosure action filed by plaintiff in relation to real estate located in Sandy Township, Clearfield County, Pennsylvania, and more fully described in a deed recorded in the Recorder of Deeds Office of Clearfield County at Deed Book Volume 1584, Page 589.

2. The address of the property which is subject to the Complaint is 421 Treasure Lake, DuBois, Pennsylvania 15801 and is the address provided by the Defendants to Plaintiff.

3. Plaintiff has since learned that the Defendants removed themselves from the aforementioned address. Thereafter, Defendants provided Plaintiff with a mailing address of PO Box 265, Falls Creek, Pennsylvania 15840, hereinafter referred to as "Mailing Address".

4. Subsequent to the filing of the Complaint which occurred on February 13, 2004, a representative of the Plaintiff communicated with the Defendants as to Defendants' physical address. Defendants refused to provide their physical address indicating that if Plaintiff needed to contact them that may do so at the Mailing Address.

5. Plaintiff has been able to identify that the property subject to the Complaint, 421 Treasure Lake, DuBois, Pennsylvania 15801 has been abandoned by the Defendants.

6. Because the Plaintiff is unable to ascertain the physical address of the Defendants but has been able to obtain a mailing address, Plaintiff believes it would be fruitless if the Sheriff of Clearfield County was to attempt service at the last known physical address of Defendants that being 421 Treasure Lake, DuBois, Pennsylvania 15801.

7. To the best of Plaintiff's knowledge, information and belief the mailing address of Defendant is the current and only known way of contacting them. Plaintiff believes that a good faith effort to ascertain Defendants' physical address has been made but Plaintiff has been unsuccessful. Attached hereto and incorporated herewith as Exhibit A is an affidavit in support of Plaintiff's Motion for Special Order.

8. Plaintiff believes that Defendants are intentionally avoiding personal service at their current physical address.

9. Unless the Court allows service on Defendants by way of mail directed to PO Box 265, Falls Creek, Pennsylvania 15840; by way of publication or by posting a copy on the most public part of 421 Treasure Lake, DuBois, Pennsylvania 15801 Plaintiff will be unable to maintain this action and undue prejudice and injustice will result.

WHEREFORE, Plaintiff respectfully requests that this Court enter a special order directing service of the Complaint on Defendants by register mail at PO Box 265, Falls Creek, Pennsylvania 15840; order service by publication and order service by posting a copy of the complaint on the most public part of the property for which the Plaintiff is seeking foreclosure.

RESPECTFULLY SUBMITTED:



---

Matthew T. Budash  
Attorney for Plaintiff  
836 Philadelphia Street  
Indiana, PA 15701  
724-463-6050

AMERICAN GENERAL FINANCIAL  
SERVICES,

Plaintiff

vs.

JAMES A. WILSON and  
MONA R. WILSON, his wife,

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

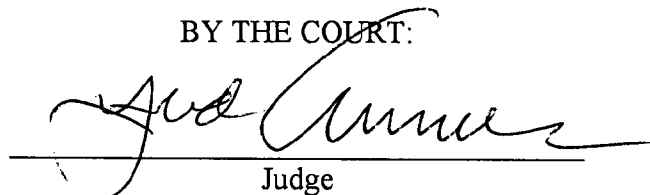
NO. 04-212-CD

**ORDER OF COURT**

AND NOW, this 23 day of March, 2004, upon consideration of Plaintiff's Motion for Special Order Directing Service upon Defendants, James A. Wilson and Mona R. Wilson, his wife, pursuant to Pa. R.Civ.P. Nos. 410 and 430, and it appearing to the Court that the Plaintiff has made a good faith effort to locate and serve the Defendants in the regular course, IT IS HEREBY ORDERED that said motion is granted, and service upon the Defendants, James A. Wilson and Mona R. Wilson, his wife, is to be made at PO Box 265, Falls Creek, Pennsylvania 15840 by registered mail.

Should Plaintiff not be able to serve the complaint by registered mail, IT IS HEREBY ORDERED that Plaintiff may serve notice of the complaint by publication and shall also serve notice of the complaint by posting a copy on the most public part of 421 Treasure Lake, DuBois, Pennsylvania 15801.

BY THE COURT:

  
Judge

FILED

MAR 24 2004

0/8:40/100  
William A. Shaw

Prothonotary Clerk of Courts

3 CEN to Amy

AMERICAN GENERAL FINANCIAL  
SERVICES,

Plaintiff

vs.

JAMES A. WILSON and  
MONA R. WILSON, his wife,

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 04-212-CD

**AFFIDAVIT IN SUPPORT OF PLAINTIFF'S**  
**MOTION FOR SPECIAL ORDER**

Robert Antesberger being duly sworn according to law, deposes and says the following:

1. I am employed by and am an authorized agent of American General Financial Services, Plaintiff in the above action.

2. At my direction, an investigation was conducted as to the whereabouts of the Defendants. The efforts to locate the Defendants include the following:

a. Physical inspection of 421 Treasure Lake, DuBois, Pennsylvania 15801, the real estate which is the subject of this action.

b. Inspection of billing records for American General Financial Services.

c. Telephone contact with the Defendants.

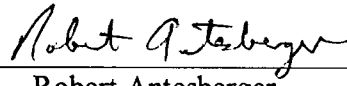
3. I have been able to speak with the Defendants who advised me that their mailing address is PO Box 265, Falls Creek, Pennsylvania 15840.

4. My search of American General Financial Services records indicate that account statements of the Defendants have been and are currently being sent to PO Box 265, Falls Creek, Pennsylvania 15840 and are not being returned.

**Exhibit A**

5. The stated address is Defendants' current and last known true mailing address to the best of my personal knowledge, information and belief.

6. The allegations of the foregoing Motion for Special Order are true and correct to the best of my personal knowledge, information and belief.

A handwritten signature in cursive script, reading "Robert Antesberger".

---

Robert Antesberger  
for American General Financial Services



AMERICAN GENERAL FINANCIAL  
SERVICES,

Plaintiff

vs.

JAMES A. WILSON and  
MONA R. WILSON, his wife,

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 04-212-CD

**ORDER OF COURT**

AND NOW, this 23<sup>rd</sup> day of MARCH, 2004, upon consideration of Plaintiff's Motion for Special Order Directing Service upon Defendants, James A. Wilson and Mona R. Wilson, his wife, pursuant to Pa. R.Civ.P. Nos. 410 and 430, and it appearing to the Court that the Plaintiff has made a good faith effort to locate and serve the Defendants in the regular course, IT IS HEREBY ORDERED that said motion is granted, and service upon the Defendants, James A. Wilson and Mona R. Wilson, his wife, is to be made at PO Box 265, Falls Creek, Pennsylvania 15840 by registered mail.

Should Plaintiff not be able to serve the complaint by registered mail, IT IS HEREBY ORDERED that Plaintiff may serve notice of the complaint by publication and shall also serve notice of the complaint by posting a copy on the most public part of 421 Treasure Lake, DuBois, Pennsylvania 15801.

BY THE COURT:

/s/ Fredric J. Ammerman

Judge

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

MAR 24 2004

Attest.

*[Signature]*  
Prothonotary/  
Clerk of Courts

AMERICAN GENERAL FINANCIAL  
SERVICES,  
PENNSYLVANIA

Plaintiff

vs.

JAMES A. WILSON and  
MONA R. WILSON, his wife,

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY,

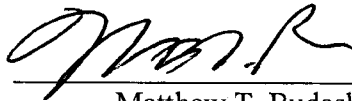
NO. 04-212-CD

**PRAECIPE**

TO THE PROTHONOTARY:

Please reinstate the Complaint filed February 13, 2004, in the above referenced matter as service has not be made upon the Defendants, James A. Wilson and Mona R. Wilson, his wife.

RESPECTFULLY SUBMITTED:



Matthew T. Budash  
Attorney for Plaintiff,  
American General Financial Services, Pennsylvania

FILED

MAR 24 2004

WILLIAMSON

Prothonotary/Clerk of Courts

1. Clerk to Adv  
3. Reinstated Complaint  
7. Adv

AMERICAN GENERAL FINANCIAL  
SERVICES,

Plaintiff

vs.

JAMES A. WILSON and  
MONA R. WILSON, his wife,

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 04-212-CD

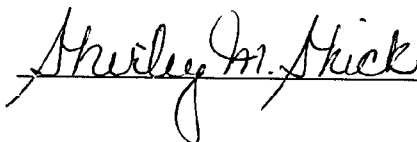
**AFFIDAVIT OF SERVICE**

Matthew T. Budash, Attorney for Plaintiff, being duly sworn according to law, deposes and says that the Complaint and Motion for Special Order Directing Service by Mail, filed at the above number and term, was mailed on March 25, 2004, to James A. Wilson, PO Box 265, Falls Creek, Pennsylvania 15840, by Certified Restricted Delivery Mail Article No. 7003 1680 0005 1885 2569, and that the return receipt card dated March 29, 2004, showing the signature of James A. Wilson, attached hereto and made a part hereof.

  
\_\_\_\_\_  
Attorney for Plaintiff

Sworn and subscribed to before me

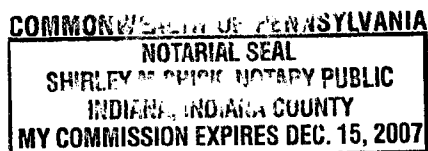
this 14 day of April, 2004.

  
\_\_\_\_\_

FILED

APR 05 2004

Shirley M. Chick  
Public Clerk, Clerk of Courts



7003 1680 0005 1885 2569

**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**

Postage	\$ 1.75
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	1
Total Postage & Fees	\$ 5.80



Sent to **James A. Wilson**  
 Street or PO **PO Box 265**  
 City, State, ZIP+4® **Falls Creek, PA 15840**

PS Form 3800, June 2002

See reverse for instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

James A. Wilson  
 PO Box 265  
 Falls Creek, PA 15840

2. Article Number  
 (Transfer from service label)

7003 1680 0005 1885 2569

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
☒ **James A. Wilson** ☐ Agent ☐ Addressee

B. Received by (Printed Name) **James A. Wilson** C. Date of Delivery **3-29-04**

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

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ G.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

AMERICAN GENERAL FINANCIAL  
SERVICES,

Plaintiff

vs.

JAMES A. WILSON and  
MONA R. WILSON, his wife,

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 04-212-CD

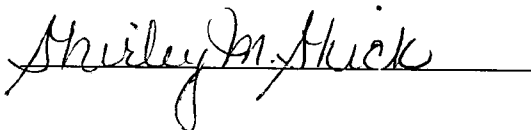
**AFFIDAVIT OF SERVICE**

Matthew T. Budash, Attorney for Plaintiff, being duly sworn according to law, deposes and says that the Complaint and Motion for Special Order Directing Service by Mail, filed at the above number and term, was mailed on March 25, 2004, to Mona R. Wilson, PO Box 265, Falls Creek, Pennsylvania 15840, by Certified Restricted Delivery Mail Article No. 7003 1680 0005 1885 2552, and that the return receipt card dated March 29, 2004, showing the signature of James A. Wilson, attached hereto and made a part hereof.

  
Attorney for Plaintiff

Sworn and subscribed to before me

this 1st day of April, 2004.



FILED

APR 05 2004

CLERK OF COURT

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
SHIRLEY M SHICK, NOTARY PUBLIC  
INDIANA, INDIANA COUNTY  
MY COMMISSION EXPIRES DEC. 15, 2007

7003 1680 0005 1885 2552

**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**

Postage	\$ 1.75
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.80</b>



Sent Mona R. Wilson  
 Street or P.O. Box PO Box 265  
 City, State, ZIP+4® Falls Creek, PA 15840

PS Form 3811, August 2001 See back for instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Mona R. Wilson  
 PO Box 265  
 Falls Creek, PA 15840

2. Article Number  
 (Transfer from service label)

7003 1680 0005 1885 2552

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature James A. Wilson ☐ Agent ☐ Addressee

B. Received by (Printed Name) James A. Wilson C. Date of Delivery 3.29.04

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

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

AMERICAN GENERAL FINANCIAL  
SERVICES,

Plaintiff

vs.

JAMES A. WILSON and  
MONA R. WILSON, his wife,

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 04-212-CD

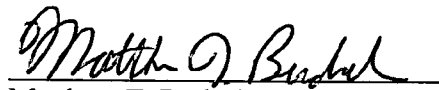
To: JAMES A. WILSON and MONA R. WILSON, his wife

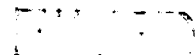
Date of Notice: <sup>MAY 4, 2004</sup>  
~~April 30, 2004~~

**IMPORTANT NOTICE**

**YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN 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 THE OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:**

**DAVID S. MEHOLICK,  
COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET  
CLEARFIELD, PA 16830  
814-765-2641, Ext. 5982**

  
Matthew T. Budash, Esquire  
836 Philadelphia Street  
Indiana, PA 15701



APR 22 2004

Matthew T. Budash  
Prothonotary, Clerk of Courts

AMERICAN GENERAL FINANCIAL  
SERVICES,

Plaintiff

vs.

JAMES A. WILSON and  
MONA R. WILSON, his wife,

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 04-212-CD

**PRAECIPE TO ENTER DEFAULT JUDGMENT**

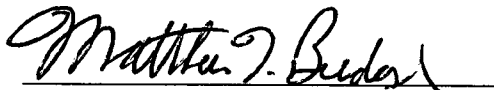
TO THE PROTHONOTARY:

Please enter judgment in favor of Plaintiff, American General Financial Services, Inc. and against Defendants, James A. Wilson and Mona R. Wilson, his wife, for failure to respond to the Complaint in Mortgage Foreclosure within twenty (20) days of service thereof. On May 4, 2004, Plaintiff provided Defendants with ten (10) days Notice of Default pursuant to Pennsylvania Rule of Civil Procedure 237.1. A copy of said Notice is attached hereto. Please assess damages as prayed for in the Complaint, in the sum of \$11 determined as follows:

Principal of Mortgage debt and unpaid	\$11,679.69
Interest due and owing from July 1, 2003, @ \$4.82 per diem	1,561.68
Recordation of Release	59.00
Attorney's fees	1,000.00
Filing fees and costs	<u>107.04</u>
	\$14,407.41

Plus interest and costs of suit

RESPECTFULLY SUBMITTED:

  
Matthew T. Budash  
Attorney for Plaintiff

FILED

Date May 20, 2004

MAY 21 2004

William A. Shaw  
Prothonotary



AMERICAN GENERAL FINANCIAL  
SERVICES,

Plaintiff

vs.

JAMES A. WILSON and  
MONA R. WILSON, his wife,

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

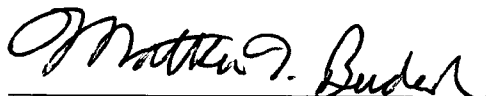
NO. 04-212-CD

CERTIFICATE OF SERVICE

AND NOW, this 20th day of May, 2004, the undersigned hereby certifies that a true and correct copy of the foregoing was on this date served by United States Postal Service, regular delivery mail service, upon the following:

James A. Wilson  
PO Box 265  
Falls Creek, PA 15840

Mona R. Wilson  
PO Box 265  
Falls Creek, PA 15840

  
Matthew T. Budash

AMERICAN GENERAL FINANCIAL  
SERVICES,

Plaintiff

vs.

JAMES A. WILSON and  
MONA R. WILSON, his wife,

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 04-212-CD

To: JAMES A. WILSON and MONA R. WILSON, his wife

Date of Notice: <sup>May 4, 2004</sup>  
~~April 30, 2004~~

**IMPORTANT NOTICE**

**YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN 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 THE OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:**

**DAVID S. MEHOLICK,  
COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET  
CLEARFIELD, PA 16830  
814-765-2641, Ext. 5982**

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

APR 30 2004

Attest.

*William A. Shaw*  
Prothonotary/  
Clerk of Courts

*Matthew T. Budash*  
Matthew T. Budash, Esquire  
836 Philadelphia Street  
Indiana, PA 15701

**FILED**

APR 22 2004

William A. Shaw  
Prothonotary/Clerk of Courts

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

American General Financial Services

Vs.

No. 2004-00212-CD

James A. Wilson    Mona R. Wilson

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$14,407.41 on the May 21, 2004.

William A. Shaw  
Prothonotary

---

William A. Shaw

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

American General Financial Services  
Plaintiff(s)

No.: 2004-00212-CD

Real Debt: \$14,407.41

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

James A. Wilson  
Mona R. Wilson  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 21, 2004

Expires: May 21, 2009

Certified from the record this 21st day of May, 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

**PRAECIPE FOR WRIT OF EXECUTION—(MORTGAGE FORECLOSURE)**  
**P.R.C.P. 3180-3183**

AMERICAN GENERAL FINACIAL  
 SERVICE

Plaintiff

vs.

JAMES A. WILSON and  
 MONA R. WILSON, his wife

Defendant

IN THE COURT OF COMMON PLEAS OF  
~~INDIANA~~ COUNTY, PENNSYLVANIA  
 CLEARFIELD

No. .... Term, 19.....E.D.

No. 04-212-CD ..... Term, 19.....J.D.

PRAECIPE FOR WRIT OF EXECUTION  
 (MORTGAGE FORECLOSURE)

To the Prothonotary:

Issue writ of execution in the above matter:

Debt \$ 11,679.69

Attorney's Commission \$ 1,000.00

Total Amount Due \$ 12,679.69

Interest from 7/1/03 \$ 1,682.18 and Costs

125.00 Prothonotary costs

*Matthew J. Buday*  
 Attorney for Plaintiff(s)

**FILED**

**JUN 17 2004**

William A. Shaw  
 Prothonotary/Clerk of Courts

**Note:** You are required to attach hereto, in duplicate, marked "Exhibit A", an exact description of the property to be levied upon and sold.

No. .... Term, 19..... E.D.

No. 04-212-CD ..... Term, 19..... J.D.

IN THE COURT OF COMMON PLEAS OF  
INDIANA COUNTY, PENNSYLVANIA  
AMERICAN GENERAL FINANCIAL SERVICES

v.s.

JAMES A. WILSON and  
MONA R. WILSON, his wife

**PRAECIPE FOR WRIT OF EXECUTION**  
(Mortgage Foreclosure)

Filed:

*Matthew T. Budash*

*Attorney for Plaintiff(s)*

Matthew T. Budash

Address:

836 Philadelphia Street  
Indiana, PA 15701

Where papers may be served.

**FILED** 1 cc  
mjb:4384 6 wnts of descriptions  
JUN 17 2004 to shf  
Atty Pd. 20.00  
William A. Shaw  
Prothonotary/Clerk of Courts

AMERICAN GENERAL FINANCIAL SERVICES,	:	IN THE COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY, PENNSYLVANIA
	:	
Plaintiff	:	
	:	NO. 04-212-CD
vs.	:	
	:	
JAMES A. WILSON and	:	
MONA R. WILSON, his wife,	:	
	:	
Defendant	:	

**AFFIDAVIT PURSUANT TO RULE 3129.01**

AMERICAN GENERAL FINANCE

PLAINTIFF IN THE ABOVE ACTION, SETS FORTH AS OF THE DATE THE PRAECIPE FOR THE WRIT OF EXECUTION WAS FILED THE FOLLOWING INFORMATION CONCERNING THE REAL PROPERTY LOCATED AT 421 TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801

1. NAME AND ADDRESS OF OWNER(S) OR REPUTED OWNER(S):

JAMES A. WILSON and  
MONA R. WILSON, His Wife  
PO BOX 265  
FALLS CREEK, PA 15840

2. NAME AND ADDRESS OF THE DEFENDANT(S) IN THE JUDGMENT:

JAMES A. WILSON and  
MONA R. WILSON, His Wife  
PO BOX 265  
FALLS CREEK, PA 15840

3. NAME AND LAST KNOWN ADDRESS OF EVERY JUDGMENT CREDITOR WHOSE JUDGEMENT IS A RECORD LIEN ON THE REAL PROPERTY TO BE SOLD:

AMERICAN GENERAL FINANCE  
2340 WARREN ROAD  
INDIANA, PENNSYLVANIA 15701

FIRST COMMONWEALTH BANK (DEPOSIT BANK)  
2 EAST LONG AVENUE  
PO BOX 607A  
DUBOIS, PA 15801

4. NAME AND ADDRESS OF THE LAST RECORDED HOLDER OF EVERY MORTGAGE OF RECORD:

AMERICAN GENERAL FINACE  
2340 WARREN ROAD  
INDIANA, PENNSYLVANIA 15701

DEPOSIT BANK  
2 EAST LONG AVENUE  
PO BOX 607A  
DUBOIS, PA 15801

5. NAME AND ADDRESS OF EVERY OTHER PERSON WHO HAS ANY RECORD LIEN ON THEIR PROPERTY:

6. NAME AND ADDRESS OF EVERY OTHER PERSON WHO HAS ANY RECORD INTEREST IN OR RECORD LIEN ON THE PROPERTY AND WHOSE INTEREST MAY BE AFFECTED BY SALE:

CLEARFIELD COUNTY TAX CLAIM BUREAU  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET  
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:

LEE ANN COLLINS, TAX COLLECTOR  
PO BOX 252  
DUBOIS, PA 15801


THE ADDRESSES LISTED ABOVE ARE THE LAST KNOWN REASONABLE ASCERTAINABLE ADDRESS AFTER A REASONABLE SEARCH CONDUCTED BY THE PLAINTIFF.

I VERIFY THAT THE STATEMENTS MADE IN THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY PERSONAL KNOWLEDGE, INFORMATION AND BELIEFS. I UNDERSTAND THAT THE FALSE STATEMENTS HEREIN ARE MADE



SUBJECT TO PENALTIES OF 18 PA. C.S. SECTION 4904 RELATING TO UNSWORN  
FALSIFICATIONS TO AUTHORITIES.

DATE:

  
\_\_\_\_\_  
MATTHEW T. BUDASH  
ATTORNEY FOR PLAINTIFF

AMERICAN GENERAL FINANCIAL  
SERVICES,

Plaintiff

vs.

JAMES A. WILSON and  
MONA R. WILSON, his wife,

Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:

: NO. 04-212-CD  
:  
:  
:  
:  
:

**NOTICE PURSUANT TO R.C.P. 3129.01 OF**  
**THE SUPREME COURT OF PENNSYLVANIA**

TO THE FOLLOWING DEFENDANTS AND OWNERS:

JAMES A. WILSON AND  
MONA R. WILSON, HIS WIFE

THIS NOTICE IS GIVEN TO YOU AS OWNERS AND DEFENDANTS IN AN EXECUTION PROCEEDINGS BROUGHT BEFORE THE SHERIFF IN CLEARFIELD COUNTY, PENNSYLVANIA, BY AMERICAN GENERAL FINANCE, PLAINTIFF, RELATIVE TO THE FOLLOWING JUDGMENT AND EXECUTION NO. 04-212-CD

THIS PROPERTY TOGETHER WITH ITS LOCATION AND IMPROVEMENTS ARE DESCRIBED IN EXHIBIT "A" ATTACHED TO THIS NOTICE: SAID PREMISES WILL BE OFFERED BY THE SHERIFF FOR SALE ACCORDING TO THE INFORMATION SET FORTH IN THIS NOTICE.

THE SHERIFF SALE OF PROPERTY WILL BE HELD

ON:

AT:

IN: THE CLEARFIELD COUNTY COURTHOUSE, LOCATED IN CLEARFIELD,  
PENNSYLVANIA.

A SCHEDULE OF DISTRIBUTION WILL BE FILED BY THIS SHERIFF ON \_\_\_\_\_

AND DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE SCHEDULE UNLESS EXCEPTIONS ARE FILED THERETO WITHIN TEN (10) DAYS FROM THE DATE OF FILING.

  
MATTHEW T. BUDASH, ESQUIRE

PAGE 2

IF THE SHERIFF SALE IS NOT STOPPED, YOUR PROPERTY WILL BE SOLD TO THE HIGHEST BIDDER. YOU MAY FIND OUR PRICE BID BY CALLING THE SHERIFF AT THE COUNTY COURTHOUSE.

YOU MAY BE ABLE TO PETITION THE COURT TO SET ASIDE THE SALE IF THE BID PRICE WAS GROSSLY INADEQUATE COMPARED TO THE VALUE OF YOUR PROPERTY.

THE SALE WILL GO THROUGH ONLY IF THE BUYER PAYS THE SHERIFF THE FULL AMOUNT DUE IN THE SALE. TO FIND OUT IF THIS HAS HAPPENED, YOU MAY CALL THE SHERIFF AT THE COUNTY COURTHOUSE, WHOSE NUMBER IS LISTED BELOW.

IF THE AMOUNT DUE FROM THE BUYER IS NOT PAID TO THE SHERIFF, YOU WILL REMAIN THE OWNER OF THE PROPERTY AS IF THE SALE NEVER HAPPENED.

YOU HAVE A RIGHT TO REMAIN IN THE PROPERTY UNTIL THE FULL AMOUNT IS PAID TO THE SHERIFF AND THE SHERIFF GIVES A DEED TO THE BUYER. AT THAT TIME, THE BUYER MAY BRING LEGAL PROCEEDINGS TO EVICT YOU.

YOU MAY BE ENTITLED TO SHARE OF THE MONEY WHICH WAS PAID FOR YOUR HOUSE. A SCHEDULE OF DISTRIBUTION OF THE MONEY BID FOR YOUR HOUSE WILL BE FILED BY THE SHERIFF OF CLEARFIELD COUNTY. THIS SCHEDULE WILL STATE WHO WILL BE RECEIVING THAT MONEY. THE MONEY WILL BE PAID OUT IN ACCORDANCE WITH THIS SCHEDULE UNLESS EXCEPTIONS (REASONS WHY PROPOSED DISTRIBUTION IS WRONG) AND FILED WITHIN TEN (10) DAYS AFTER THE SALE DATE.

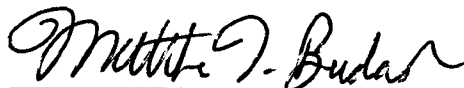
YOU MAY ALSO HAVE OTHER RIGHTS AND DEFENSES, OR WAYS OF GETTING YOUR HOUSE BACK, IF YOU ACT IMMEDIATELY AFTER THE SALE.

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 LISTED BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830

(814) 765-2641, EXT. 5982

THE SHERIFF DEPARTMENT PHONE NUMBER IS 814-765-2641, EXT. 5986.

A handwritten signature in cursive script, reading "Matthew T. Budash".

---

MATTHEW T. BUDASH, ESQ,  
ATTORNEY FOR PLAINTIFF

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

American General Financial Services

Vs.

NO.: 2004-00212-CD

**COPY**

James A. Wilson and Mona R. Wilson, his wife

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due AMERICAN GENERAL FINANCIAL SERVICES, Plaintiff(s) from JAMES A. WILSON and MONA R. WILSON, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Descriptions

(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: \$11,679.69  
INTEREST from 7/1/03: \$1,682.18  
PROTH. COSTS: \$  
ATTY'S COMM: \$1,000.00  
DATE: 06/17/2004

PAID: \$125.00  
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: Matthew T. Budash  
836 Philadelphia Street  
Indiana, PA 15701

\_\_\_\_\_  
Sheriff

### Short Description

ALL real estate situated in the Sandy Township, Clearfield County, Commonwealth of Pennsylvania, located at 421 Treasure Lake, Dubois, Pennsylvania 15801. Deed Book Volume 1584, page 587, also being identified as Tax Parcel No. 128-C02-15-15.

### Long Description

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

#### EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

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

BEING the same premises, title to which became vested in James A. Wilson and Mona R. Wilson, husband and wife, by deed of Michael A. Segalla and Sandra L. Segalla husband and wife, dated January 18, 1994, and recorded in Deed Book Volume 1584, page 587.

AMERICAN GENERAL FINANCIAL  
SERVICES,

Plaintiff

vs.

JAMES A. WILSON and  
MONA R. WILSON, his wife,

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 04-212-CD

**AFFIDAVIT OF SERVICE**

I hereby certify that a copy of the attached Notice Pursuant to Rule of Civil Procedure 3129.1 Notice of Sheriff's Sale of Real Property, and a description of the property were sent to James A. Wilson, Mona R. Wilson, First Commonwealth Bank (Deposit Bank), Clearfield County Tax Claim Bureau and Lee Ann Collins, Tax Collector, by certified mail, return receipts for which are attached hereto.

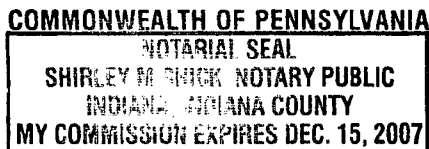
*Matthew F. Darr*

Attorney for Plaintiff

Sworn and subscribed to before me

this 7th day of September, 2004.

*Shirley M. Quick*



FILED  
m/1254181  
SEP 08 2004

William A. Shaw  
Prothonotary/Clerk of Courts

AMERICAN GENERAL FINANCIAL  
SERVICES,

Plaintiff

vs.

JAMES A. WILSON and  
MONA R. WILSON, his wife,

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 04-212-CD

**NOTICE PURSUANT TO R.C.P. 3129.01 OF  
THE SUPREME COURT OF PENNSYLVANIA**

TO THE FOLLOWING DEFENDANTS AND OWNERS:

JAMES A. WILSON AND  
MONA R. WILSON, HIS WIFE

THIS NOTICE IS GIVEN TO YOU AS OWNERS AND DEFENDANTS IN AN EXECUTION PROCEEDINGS BROUGHT BEFORE THE SHERIFF IN CLEARFIELD COUNTY, PENNSYLVANIA, BY AMERICAN GENERAL FINANCE, PLAINTIFF, RELATIVE TO THE FOLLOWING JUDGMENT AND EXECUTION NO. 04-212-CD

THIS PROPERTY TOGETHER WITH ITS LOCATION AND IMPROVEMENTS ARE DESCRIBED IN EXHIBIT "A" ATTACHED TO THIS NOTICE: SAID PREMISES WILL BE OFFERED BY THE SHERIFF FOR SALE ACCORDING TO THE INFORMATION SET FORTH IN THIS NOTICE.

THE SHERIFF SALE OF PROPERTY WILL BE HELD

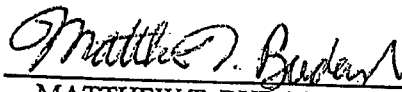
ON: FRIDAY, OCTOBER 1, 2004

AT: 10:00 A.M.

IN: THE CLEARFIELD COUNTY COURTHOUSE, LOCATED IN CLEARFIELD,  
PENNSYLVANIA.

A SCHEDULE OF DISTRIBUTION WILL BE FILED BY THIS SHERIFF ON OCTOBER 4, 2004

AND DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE SCHEDULE UNLESS EXCEPTIONS ARE FILED THERETO WITHIN TEN (10) DAYS FROM THE DATE OF FILING.

  
MATTHEW T. BUDASH, ESQUIRE



PAGE 2

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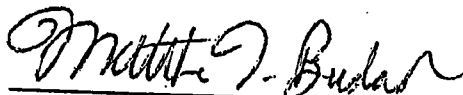
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DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830

(814) 765-2641, EXT. 5982

THE SHERIFF DEPARTMENT PHONE NUMBER IS 814-765-2641, EXT. 5986.



MATTHEW T. BUDASH, ESQ.  
ATTORNEY FOR PLAINTIFF

### Long Description

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BEING the same premises, title to which became vested in James A. Wilson and Mona R. Wilson, husband and wife, by deed of Michael A. Segalla and Sandra L. Segalla husband and wife, dated January 18, 1994, and recorded in Deed Book Volume 1584, page 587.

SEIZED, taken in execution to be sold as the property of JAMES A. WILSON AND MONA R. WILSON, HIS WIFE, at the suit of AMERICAN GENERAL FINANCIAL SERVICES. JUDGEMENT NO. 04-212-CD.

7003 1680 0005 1885 2644

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

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

**OFFICIAL USE**

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42



Sent To	James A. Wilson
Street or PO	PO Box 265
City, State	Falls Creek, PA 15840

PS Form 3800, June 2002

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

James A. Wilson  
 PO Box 265  
 Falls Creek, PA 15840

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature X <i>James A. Wilson</i>		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name) <i>James A. Wilson</i>	C. Date of Delivery <i>8-25-04</i>	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		

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

2. Article Number  
 (Transfer from service label)

7003 1680 0005 1885 2644

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

15840+0265



7003 1680 0005 1885 2651

**U.S. Postal Service™**  
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**OFFICIAL USE**

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42



Sent	Mona R. Wilson
Street or P.O. Box	PO Box 265
City, State, and ZIP+4	Falls Creek, PA 15840

PS Form 3800, June 2002

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Mona R. Wilson  
 PO Box 265  
 Falls Creek, PA 15840

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X *James A. Wilson* ☐ Agent ☐ Addressee

B. Received by (Printed Name) *James A. Wilson* C. Date of Delivery *8-25-04*

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

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from) **7003 1680 0005 1885 2651**

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

7003 1680 0005 1885 2668

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
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**OFFICIAL USE**

Postage	\$ 2.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.42</b>



**Sent To**  
 Lee Ann Collins, Tax Collector  
 PO Box 252  
 DuBois, PA 15801

PS Form 3800, June 2002 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Lee Ann Collins, Tax Collector  
 PO Box 252  
 DuBois, PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature Mary Hollopeter ☐ Agent ☐ Addressee

B. Received by (Printed Name) Mary Hollopeter 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 7003 1680 0005 1885 2668  
 (Transfer from service label)

7003 1680 0005 1885 2675

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
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For delivery information visit our website at [www.usps.com](http://www.usps.com)®

**OFFICIAL USE**

Postage	\$	6.37
Certified Fee		2.30
Return Receipt Fee (Endorsement Required)		1.75
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42



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

PS Form 3800, June 2002

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

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

2. Article Number

(Transfer from service to)

7003 1680 0005 1885 2675

PS Form 3811, August 2001

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X Jean Orr

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Jean Orr

C. Date of Delivery

AUG 25 2004

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

102595-02-M-1540

7003 1680 0005 1885 2682

**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**

Postage	\$ 2.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.42</b>



Sent To First Commonwealth Bank (Deposit Bank)  
 2 East Long Avenue  
 PO Box 607A  
 DuBois, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

First Commonwealth Bank  
 (Deposit Bank)  
 2 East Long Avenue  
 PO Box 607A  
 DuBois, PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Kevin Staddock*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

*Kevin Staddock*

C. Date of Delivery

*8-27-01*

- 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)

7003 1680 0005 1885 2682

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

AMERICAN GENERAL FINANCIAL  
SERVICES,

Plaintiff

vs.

JAMES A. WILSON and  
MONA R. WILSON, his wife,

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 04-212-CD

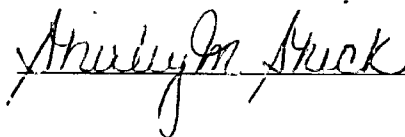
**AFFIDAVIT OF SERVICE**

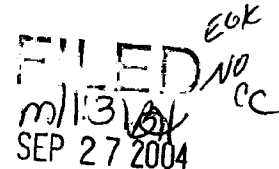
I hereby certify that a copy of the attached Notice Pursuant to Rule of Civil Procedure 3129.1 Notice of Sheriff's Sale of Real Property, and a description of the property were sent to James A. Wilson, Mona R. Wilson, First Commonwealth Bank (Deposit Bank), Clearfield County Tax Claim Bureau and Lee Ann Collins, Tax Collector, by certified mail, return receipts for which are attached hereto.

  
Attorney for Plaintiff

Sworn and subscribed to before me

this 23<sup>rd</sup> day of September, 2004.

  
\_\_\_\_\_

  
William A. Shaw  
Prothonotary/Clerk of Courts

**COMMONWEALTH OF PENNSYLVANIA**  
**NOTARIAL SEAL**  
**SHIRLEY M SHICK, NOTARY PUBLIC**  
**INDIANA, INDIANA COUNTY**  
**MY COMMISSION EXPIRES DEC. 15, 2007**



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

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

**OFFICIAL USE**

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.42</b>

Sent To  
 Street,  
 or PO Box  
 City, State

James A. Wilson  
 PO Box 265  
 Falls Creek, PA 15840

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature        X <u>James A. Wilson</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>JAMES A WILSON</u> C. Date of Delivery <u>9-18-04</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes        If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">James A. Wilson          PO Box 265          Falls Creek, PA 15840</p>	<p>3. Service Type  <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number          (Transfer from service label) <u>7003 1680 0005 1885 2729</u></p>	

7003 1680 0005 1885 2712

<b>U.S. Postal Service™</b>	
<b>CERTIFIED MAIL™ RECEIPT</b>	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42

NO 1st PLAZA  
SEP 15 2004  
16701-1505

Sent to: Mona R. Wilson  
Street or PO: PO Box 265  
City: Falls Creek, PA 15840

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature X <i>James R. Wilson</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>JAMES A WILSON</i></p> <p>C. Date of Delivery <i>9-18-04</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>Mona R. Wilson PO Box 265 Falls Creek, PA 15840</p>	<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7003 1680 0005 1885 2712</p>

7003 1680 0005 1885 2750

**U.S. Postal Service™**  
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For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.42</b>



Ser \_\_\_\_\_  
 Str. \_\_\_\_\_  
 or I \_\_\_\_\_  
 City \_\_\_\_\_

Lee Ann Collins, Tax Collector  
 PO Box 252  
 DuBois, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Lee Ann Collins, Tax Collector  
 PO Box 252  
 DuBois, PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature \_\_\_\_\_ ☐ Agent  
☒ Addressee

B. Received by (Printed Name) Mary Hailopfer C. Date of Delivery SEP 1 2004

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

**3. Service Type**

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number  
 (Transfer from service label)

7003 1680 0005 1885 2750

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

**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**

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.42</b>

7003 1680 0005 1885 2743

PS Form 3800, June 2002

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature            x <i>Jean Orr</i> <span style="float: right;"><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</span></p>	
<p>1. Article Addressed to:</p> <p>Clearfield County Tax Claim Bureau            Clearfield County Courthouse            230 East Market Street            Clearfield, PA 16830</p>		<p>B. Received by (Printed Name)  <i>Jean Orr</i></p> <p>C. Date of Delivery            SEP 17 2004</p>	
<p>2. Article Number            (Transfer from service label) 7003 1680 0005 1885 2743</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes            If YES, enter delivery address below: <input type="checkbox"/> No</p>	
		<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

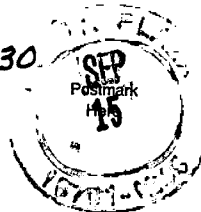
7003 1680 0005 1885 2736

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 (Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$ 6.37
Certified Fee	1.95
Return Receipt Fee (Endorsement Required)	2.1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42



Sent To First Commonwealth Bank (Deposit Bank)  
 Street, Ap 2 East Long Avenue  
 or PO Box PO Box 607A  
 City, State DuBois, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

First Commonwealth Bank (Deposit Bank)  
 2 East Long Avenue  
 PO Box 607A  
 DuBois, PA 15801

2. Article Number  
 (Transfer from service lab)

7003 1680 0005 1885 2736

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Kevin J. Haddock*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

*Kevin J. Haddock*

C. Date of Delivery

*9-17-01*

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

AMERICAN GENERAL FINANCIAL  
SERVICES,

Plaintiff

vs.

JAMES A. WILSON and  
MONA R. WILSON, his wife,

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 04-212-CD

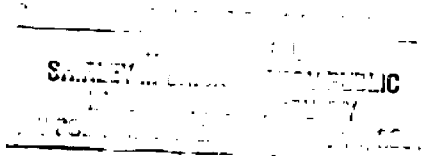
**AFFIDAVIT OF SERVICE**

I hereby certify that a copy of the attached Notice Pursuant to Rule of Civil Procedure 3129.1 Notice of Sheriff's Sale of Real Property, and a description of the property were sent to James A. Wilson, Mona R. Wilson, First Commonwealth Bank (Deposit Bank), Clearfield County Tax Claim Bureau and Lee Ann Collins, Tax Collector, by certified mail, return receipts for which are attached hereto.

Attorney for Plaintiff

Sworn and subscribed to before me

this 15<sup>th</sup> day of December, 2004.



**FILED**

616 JAN 06 2005  
12/12/30/04  
William A. Shaw  
Prothonotary

1 cert to Art

7003 1680 0005 1885 4419

**U.S. Postal Service™**  
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For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42

Postmark  
Here

Sent To

Street,  
or PO Box  
City, State

James A. Wilson  
 PO Box 265  
 Falls Creek, PA 15840

PS Form 3800, June 2002

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

James A. Wilson  
 PO Box 265  
 Falls Creek, PA 15840

2. Article Number  
 (Transfer from service label)

7003 1680 0005 1885 4419

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-154

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *James A. Wilson*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

*James A. Wilson*

C. Date of Delivery

*12-13-04*

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

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

**OFFICIAL USE**

Postage	\$ <u>37</u>
Certified Fee	<u>2.30</u>
Return Receipt Fee (Endorsement Required)	<u>1.75</u>
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <u>4.42</u>

Sent to:  
 Sir or F  
 City  
 Mona R. Wilson  
 PO Box 265  
 Falls Creek, PA 15840

PS Form 3800, June 2002 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Mona R. Wilson  
 PO Box 265  
 Falls Creek, PA 15840

2. Article Number

*(Transfer from service label)*

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X Mona R. Wilson ☐ Agent ☐ Addressee

B. Received by (Printed Name)

Mona R. Wilson 12-13-04

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

7003 1680 0005 1885 4402



7003 1680 0005 1885 4396

**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**

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>4.42</b>

330  
Postmark  
Here

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

For Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article addressed to:

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

2. Article Number  
 (Transfer from service label)

7003 1680 0005 1885 4396

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X *Jean Orr* ☐ Agent ☐ Addressee

B. Received by (Printed Name) *Jean Orr* C. Date of Delivery *DEC 13 2004*

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

**DEC 13 2004**

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

7003 1680 0005 1885 4426

**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**

Postage	\$ 37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.42</b>

339  
 9  
 Mark  
 Here

Ser  
 Sin  
 or I  
 City

Lee Ann Collins, Tax Collector  
 PO Box 252  
 DuBois, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Lee Ann Collins, Tax Collector  
 PO Box 252  
 DuBois, PA 15801

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

7003 1680 0005 1885 4426

PS Form 3811, August 2001

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

x *Lee Ann Collins*

- ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

*Lee Ann Collins*

C. Date of Delivery

*DEC 18 2004*

D. Is delivery address different from item 1?

If YES, enter delivery address below:

- ☐ Yes  
☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

- ☐ Yes

102595-02-M-1540

7003 1680 0005 1885 4433

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

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

**OFFICIAL USE**

Postage	\$ 37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	4.42

330  
Postmark  
Here

Sent  
Street  
or P.O.  
City,  
PS Form

First Commonwealth Bank  
(Deposit Bank)  
2 East Long Avenue  
PO Box 607A  
DuBois, PA 15801

Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

First Commonwealth Bank  
(Deposit Bank)  
2 East Long Avenue  
PO Box 607A  
DuBois, PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Kevin Starkuck*

- ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

*Kevin Starkuck*

C. Date of Delivery

*12-14-04*

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number  
(Transfer from service label)

7003 1680 0005 1885 4433

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16098  
NO: 04-212-CD

PLAINTIFF: AMERICAN GENERAL FINANCIAL SERVICE

vs.

DEFENDANT: WILSON, JAMES A. AND MONA R. WILSON, HIS WIFE

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 06/18/2004

LEVY TAKEN 09/10/2004 @ 7:33 PM

POSTED 09/10/2004 @ 6:33 PM

SALE HELD 01/07/2005

SOLD TO FIRST COMMONWEALTH BANK, FROMERLY DEPOSIT BANK

SOLD FOR AMOUNT \$15,000.00 PLUS COSTS

WRIT RETURNED 05/04/2005

DATE DEED FILED 05/04/2005

PROPERTY ADDRESS 421 TREASURE LAKE DUBOIS , PA 15801

CR FILED  
09/10/2004  
MAY 04 2005

William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

09/16/2004 @ SERVED JAMES A. WILSON

SERVED JAMES A. WILSON, DEFENDANT, BY CERT. AND REGULAR MAIL PER COURT ORER  
TO P. O. BOX 265, FALLS CREEK, PENNSYLVANIA SIGNED FOR BY JAMES A. WILSON CERT #70023150000078545528 WITH

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

09/16/2004 @ SERVED MONA R. WILSON

SERVED, MONA R. WILSON, DEFENDANT, BY CERT. AND REGULAR MAIL PER COURT ORDER AT P. O. BOX 265, FALLS CREEK,  
PENNSYLVANIA SIGNED FOR BY JAMES A. WILSON, HUSBAND/DEFENDANT CERT #70023150000078545511 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 # 16098  
NO: 04-212-CD

PLAINTIFF: AMERICAN GENERAL FINANCIAL SERVICE  
vs.  
DEFENDANT: WILSON, JAMES A. AND MONA R. WILSON, HIS WIFE

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$546.04


SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2005

\_\_\_\_\_

So Answers,

  
By Cynthia Bitter-Chester A. Hawkins  
Chester A. Hawkins  
Sheriff

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

American General Financial Services

Vs.

NO.: 2004-00212-CD

James A. Wilson and Mona R. Wilson, his wife

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due AMERICAN GENERAL FINANCIAL SERVICES, Plaintiff(s) from JAMES A. WILSON and MONA R. WILSON, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Descriptions

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

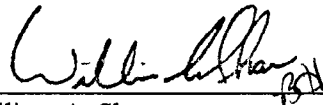
Garnishee(s) as follows:

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: \$11,679.69  
INTEREST from 7/1/03: \$1,682.18  
PROTH. COSTS: \$  
ATTY'S COMM: \$1,000.00  
DATE: 06/17/2004

PAID: \$125.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 17<sup>th</sup> day  
of JUNE A.D. 2004  
At 3:00 A.M./P.M.

C. Porter A. Hawkins  
Sheriff By Christopher Butler

Requesting Party: Matthew T. Budash  
836 Philadelphia Street  
Indiana, PA 15701

### Long Description

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

#### EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

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

BEING the same premises, title to which became vested in James A. Wilson and Mona R. Wilson, husband and wife, by deed of Michael A. Segalla and Sandra L. Segalla husband and wife, dated January 18, 1994, and recorded in Deed Book Volume 1584, page 587.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME JAMES A. WILSON

NO. 04-212-CD

NOW, May 03, 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 January 07, 2005, I exposed the within described real estate of Wilson, James A. And Mona R. Wilson, His Wife to public venue or outcry at which time and place I sold the same to FIRST COMMONWEALTH BANK, FORMERLY DEPOSIT BANK he/she being the highest bidder, for the sum of \$15,000.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	14.25
POSTING	15.00
CSDS	10.00
COMMISSION	300.00
POSTAGE	16.79
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	15,000.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$546.04</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$29.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	11,679.69
INTEREST @ %	0.00
FROM TO 01/07/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	1,000.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	1,682.18
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$14,401.87</b>

**COSTS:**

ADVERTISING	367.30
TAXES - COLLECTOR	
TAXES - TAX CLAIM	6,413.58
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	546.04
LEGAL JOURNAL COSTS	216.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$7,981.92</b>

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

CHESTER A. HAWKINS, Sheriff



AMERICAN GENERAL FINANCIAL  
SERVICES,

Plaintiff

vs.

JAMES A. WILSON and  
MONA R. WILSON, his wife,

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 04-212-CD

**ORDER OF COURT**

AND NOW, this 23<sup>rd</sup> day of MARCH, 2004, upon consideration of Plaintiff's Motion for Special Order Directing Service upon Defendants, James A. Wilson and Mona R. Wilson, his wife, pursuant to Pa. R.Civ.P. Nos. 410 and 430, and it appearing to the Court that the Plaintiff has made a good faith effort to locate and serve the Defendants in the regular course, IT IS HEREBY ORDERED that said motion is granted, and service upon the Defendants, James A. Wilson and Mona R. Wilson, his wife, is to be made at PO Box 265, Falls Creek, Pennsylvania 15840 by registered mail.

Should Plaintiff not be able to serve the complaint by registered mail, IT IS HEREBY ORDERED that Plaintiff may serve notice of the complaint by publication and shall also serve notice of the complaint by posting a copy on the most public part of 421 Treasure Lake, DuBois, Pennsylvania 15801.

BY THE COURT:

/s/ Fredric J. Ammerman

Judge

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

MAR 24 2004

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

U.S. Postal Service<sup>TM</sup>

CERTIFIED MAIL<sup>TM</sup> RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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OFFICIAL USE

PA 15840

Postage	\$ 40.60
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 44.65

Sent To

James A. Wilson

Street, Apt. No., P.O. Box No.

P.O. Box 265

City, State, Falls Creek, PA 15840

Postmark Here

SEP 14 2004

09/14/2004

USPS

See Reverse for Instructions

0215 4582 0000 051E 2002

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:

James A. Wilson

P. O. Box 265

Falls Creek, PA 15840

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent

☐ Addressee

B. Received by (Printed Name)

James A. Wilson

C. Date of Delivery

9-16-04

D. Is delivery address different from item 1?

☐ Yes

☐ No

E. If YES, enter delivery address below:

2. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

3. Restricted Delivery? (Extra Fee)

☐ Yes

☐ No

Article Number

7002 3150 0000 7854 5528

Domestic Return Receipt

PS Form 3811, August 2001

102595-02-M-1540

**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:

Mona R. Wilson  
P. O. Box 265  
FALLS Creek, PA 15840

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☐ Agent ☐ Addressee  
*Mona R. Wilson*

B. Received by (Printed Name) C. Date of Delivery  
*Mona R. Wilson* *9/16-04*

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

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

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

2. Article Number

(Transfer from service label)

7002 3150 0000 7854 5511

PS Form 3811, August 2001

Domestic Return Receipt

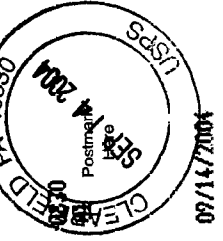
102595-02-M-1540

7002 3150 0000 7854 5511

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**OFFICIAL USE**  
FALLS CREEK PA 15840



Postage	\$ \$0.60
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ \$4.65

Sent To **Mona R. Wilson**  
Street, Apt. No., P. O. Box No. **P. O. Box 265**  
City, State, ZIP+4 **Falls Creek, PA 15840**

PS Form 3800, June 2002

See Reverse for Instructions