

04-324-CD  
CLEARFIELD BANK AND TRUST COMPANY vs. RONALD M. GEYER, et al.

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 04-324-CD
	:	
Plaintiff	:	
	:	Type of Pleading: COMPLAINT
vs.	:	
	:	
RONALD M. GEYER and KRISTINA L. GEYER	:	Filed on Behalf of: Plaintiff
	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**NOTICE TO DEFEND**

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

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

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

**FILED**

**MAR 08 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

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

**COMPLAINT**

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

1. The Plaintiff is CLEARFIELD BANK & TRUST COMPANY, a  
corporation, with a principal place of business of 11 North Second Street, P.O. Box 171  
Clearfield, Pennsylvania 16830.
2. The Defendants are RONALD M. GEYER with a mailing address of 1125  
Troy Road, Philipsburg, Pennsylvania 16866 and a property address of Park Avenue,  
Windburne, Pennsylvania 16879 and KRISTINA L. GEYER with a mailing address of  
P.O. Box 366, Park Avenue, Windburne, Pennsylvania 16879 and a property address of  
Park Avenue, Windburne, Pennsylvania 16879.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated, September 25, 1998, in the principal amount of **\$42,750.00** a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Volume 1971, Page 240.

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

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendant the sum of **\$ 42,750.00** as set forth in Promissory Note dated September 25, 1998. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

6. The Defendants defaulted under the terms of the said loan by failing to cure default due October 17, 2003, and to make subsequent regular monthly installments due since.

7. The Plaintiff has given the Defendants written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated December 18, 2003, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

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

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

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

(a)	Principal Balance	\$30,956.02
(b)	Interest per diem of 6.57285 from 10/03/03 to 2/27/04	\$ 1,021.12
(c)	Late Charges	\$ 60.36
(d)	Satisfaction Fee	\$ 28.50
(e)	Attorney Collection Fee	<u>\$ 3,095.60</u>

**FINAL TOTAL                      \$35,161.60**

WHEREFORE, Plaintiff demands judgment against the Defendant for foreclosure and sale of the mortgaged premises in the amount of **\$35,161.60** together with interest and costs of suit.

Respectfully submitted,



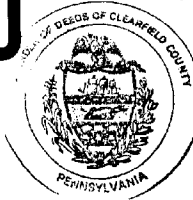
Date: **February 27, 2004**

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Alan F. Kirk, Esquire  
Attorney for Plaintiff

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

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:41 p 9-25-98  
BY RD Starck  
FEES 23.50  
Karen L. Starck, Recorder



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

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 25  
19 98. The mortgagor is RONALD M. GEYER and KRISTINA L. GEYER  
("Borrower"). This Security Instrument is given to CLEARFIELD BANK & TRUST CO., which is organized and existing under  
the laws of the Commonwealth of Pennsylvania, and whose address is 11 N. Second St., P.O. Box 171,  
Clearfield, Pennsylvania 16830 ("Lender"). Borrower owes Lender the principal  
sum of Forty-two Thousand Seven Hundred fifty and 00/100 Dollars  
(U.S. \$ 42,750.00). This debt is evidenced by Borrower's note 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 on September 25, 2013.  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions  
and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this  
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For  
this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield  
Clearfield County, Pennsylvania:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT 'A'

which has the address of Park Avenue Winburne  
[Street] [City]  
Pennsylvania 16879 ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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 warrants and will defend  
generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited  
variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM 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.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day  
monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may  
attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if  
any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance  
premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the  
payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an  
amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account  
under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA").  
unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not  
to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of  
expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender,  
if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may  
not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless  
Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require

Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 provided in paragraph 2, or if not paid in that manner, Borrower shall pay them 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 (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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 Lender and Borrower otherwise agree in writing, 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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** 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 forfeiture 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 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.

**8. Mortgage Insurance.** 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage

LEGAL DESCRIPTION - EXHIBIT 'A'

*ALL* those certain parts of lots situate in the Village of Ames, Cooper Township, Clearfield County, Pennsylvania, known and drafted in accordance with said Town Plot of lots numbers 206, 208, 210 and 212 and also all that portion over alley separating lots numbers 210 and 212, bounded and described as follows:

*BEGINNING* at a post corner of Second Street and Coalwood Avenue; thence North along said Avenue to point where said Avenue intersects with Township Road; thence southeast along said Township Road to a post on said Township Road and Second Street; thence West along said Second Street to a post corner of Second Street, Coalwood Avenue and place of beginning.

*BEING* the same premises as were conveyed to Ronald M. Geyer and Kristina L. Geyer, husband and wife, by Deed of Linda M. Jaros, Individually and Sharon A. Breier, Individually, and as Co-Executrices for the Estate of Mary C. Shire, deceased, dated September 25, 1998 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume \_\_\_\_\_, Page \_\_\_\_\_.



## RESIDENTIAL MORTGAGE ADDENDUM

**Environmental Hazards.**

Borrower agrees that Borrower:

1. Shall not generate, transfer, store, dispose of, or permit or suffer to be generated, transferred, stored or disposed of hazardous or toxic waste in, upon, or under the Property except in strict accordance with federal and Pennsylvania laws, rules, regulations and permits; and,
2. Shall reimburse the Lender on demand, for all costs expended by the Lender or which the Lender is required to pay to any governmental agency or otherwise for environmental audits, studies, inspections, cleanup, removal, or transportation with respect to or from the Property of hazardous or toxic wastes;
3. Borrower provides Lender access to the property at all times to perform its due diligence;
4. Shall not discharge or release or permit or suffer to be discharged or released hazardous or toxic substances in, upon, or under any land or soil which is included in the Property in such a way that such substances become discharged or released upon any such land or soil;
5. Shall comply with all orders or decrees now or hereafter issued by any federal, state or local governmental agency concerning the generation, transfer, storage or disposal of hazardous or toxic substances or the discharge or release of the same in, on, under or from the Property or requiring the cleanup or elimination of hazardous or toxic substances in, upon, under, or from the Property;
6. Shall promptly reimburse any federal or state governmental agency which has expended funds or incurred costs or expenses for environmental audit, study or inspection of the Property or for cleanup, removal or elimination of hazardous or toxic substances in, upon or under the Property;
7. Where permits are issued or required by any federal or state agency related to or with respect to the Property, the Borrower shall submit annual reports to the Lender showing compliance with such permits; and,
8. Shall report or submit to the Lender promptly: (a) any request received by the Borrower for information, inquiry, investigation, notice or violation, administrative order, penalty assessment, suit, or directive from any federal, state or local agency concerning the Property and toxic or hazardous substances, environmental pollution, health risk or safety risk at the Property, and (b) notice of any suit brought by any person or entity alleging any environmental damage or threat, nuisance, non-compliance or health or safety risk related to the Property.
9. Any violation authorizes Lender to cancel any commitment to advance funds under any note secured by this mortgage, to accelerate any amounts outstanding on this note, or any other note, or allow for foreclosure to be instituted immediately.

# BIWEEKLY PAYMENT RIDER

(Fixed Rate)

THIS BIWEEKLY PAYMENT RIDER is made this 25th day of September, 1998 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to

CLEARFIELD BANK & TRUST CO., Clearfield, Pennsylvania 16830  
(the "Lender") of the same date and covering the property described in the Security Instrument and located at: Park Avenue, Winburne, PA 16879

[Property Address]

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

## A. BIWEEKLY PAYMENTS

The Note provides for the Borrower's biweekly loan payments, and the termination of the Borrower's right to make the biweekly payments, as follows:

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen days (the "biweekly payments"), beginning on October 9, 1998. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at any office of Clearfield Bank & Trust Co. or at a different place if required by the Note Holder.

#### (B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$ 201.20

#### (C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder, or with a different entity specified by the Note Holder. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

### 4. TERM

If I make all my biweekly payments on time, and pay all other amounts owed under this Note, I will repay my loan in full on August 26, 2011. If, on September 25, 2013, [insert applicable 15-, 20- or 30-year maturity date based on a monthly repayment schedule] I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

5. [omitted]

6. [omitted]

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

#### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any biweekly or monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

#### (B) Default

If I do not pay the full amount of each biweekly or monthly payment on the date it is due, I will be in default. I also will be in default if I do not maintain the account I am required to maintain under Section 3(C) above.

#### (C) Termination of Biweekly Payments

If I am in default for three consecutive biweekly payments, the Note Holder may terminate my right to make biweekly payments under this Note. If the Note Holder terminates my biweekly payments, I will instead pay all amounts owed under this Note by making one payment each month on the first day of the month.

The Note Holder will determine the amount of my monthly payment by calculating the amount that would be sufficient to repay all amounts owed under this Note in full on the Maturity Date in substantially equal payments. Beginning with the first day of the month after the month in which I am given notice of termination, I will pay the new amount as my monthly payment until the Maturity Date.

## B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

1. Until Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of this Biweekly Payment Rider, the Security Instrument is amended as follows:

(a) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.

(b) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the words "one-twelfth" are changed to "one twenty-sixth."

insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. 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.

**10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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 fraction: (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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 Lender and Borrower otherwise agree in writing, 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.

**11. 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.

**12. 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 17. 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.

**13. 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. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. 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.

**15. 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.

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

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

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

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, 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 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

**22. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**24. Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**25. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

**26. 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.

**27. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider                  |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider                 |
| <input type="checkbox"/> Other(s) [specify]      |   |  |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

..... Ronald M. Geyer ..... (Seal)  
RONALD M. GEYER —Borrower

..... Kristina L. Geyer ..... (Seal)  
KRISTINA L. GEYER —Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:  
On this, the 25th day of September, 19 98, before me, a Notary Public  
the undersigned officer, personally appeared Ronald M. & Kristina L. Geyer, 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 herein contained.

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

My Commission expires:

NOTARIAL SEAL  
JENNIFER A. CUTLER, Notary Public  
Clearfield Borough, Clearfield County  
My Commission Expires June 17, 1999

I hereby certify that the precise address of the within Mortgagee (Lender) is

Jennifer A. Cutler  
Notary Public  
Title of Officer  
11 N. Second St., P.O. Box 171 Clearfield, PA 16830  
R. Denning Gearhart, Esq.  
Title of Officer

Record of Record 9-25-1998 2:44p Karen L. Starck, Recorder

2. If Lender terminates Borrower's right to make biweekly payments under the conditions stated in Section A of this Biweekly Payment Rider, the amendments to the Security Instrument contained in Section B 1 above shall then cease to be in effect, and the provisions of the Security Instrument shall instead be in effect without the amendments stated in this Biweekly Payment Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Biweekly Payment Rider.

..... (Seal)  
RONALD M. GEYER  
-Borrower

..... (Seal)  
KRISTINA L. GEYER  
-Borrower

..... (Seal)  
-Borrower

..... (Seal)  
-Borrower



ALL those certain parts of lots situate in the Village of Ames, Cooper Township, Clearfield County, Pennsylvania, known and drafted in accordance with said Town Plot of lots numbers 206, 208, 210 and 212 and also all that portion over alley separating lots numbers 210 and 212, bounded and described as follows:

**BEGINNING** at a post corner of Second Street and Coalwood Avenue; thence North along said Avenue to point where said Avenue intersects with Township Road; thence southeast along said Township Road to a post on said Township Road and Second Street; thence West along said Second Street to a post corner of Second Street, Coalwood Avenue and place of beginning.

BEING the same premises as were granted and conveyed unto Lloyd D. Shire, Jr. and Mary C. Shire, his wife, by deed of Walter D. Holt and Anna M. Holt, his wife, dated April 27, 1946, and entered for record in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 375, Page 310. The said Lloyd D. Shirey, Jr. having died 2/4/85 with title vesting in Mary C. Shire as surviving tenant by the entirety.



**NOTE**  
Biweekly Payments—Fixed Rate)

080712

September 25, 19 98, Clearfield, Pennsylvania  
[City] [State]  
Park Avenue, Winburne, PA 16879  
[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 42,750.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is

**CLEARFIELD BANK & TRUST CO., Clearfield, Pennsylvania 16830**

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.75%.

The interest rate required by this Section 2 is the rate I will pay ~~before~~ ~~XXXXXX~~ any default described in Section 7(B) of this Note. 8.0% is the interest rate I will pay if the bi-weekly payments are terminated under Section 7(B).

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making payments every fourteen days (the "biweekly payments"), beginning on October 9, 19 98. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at any office of Clearfield Bank & Trust Co. or at a different place if required by the Note Holder.

**(B) Amount of Biweekly Payments**

My biweekly payment will be in the amount of U.S. \$ 201.20

**(C) Manner of Payment**

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder, or with a different entity specified by the Note Holder. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

**4. TERM**

If I make all my biweekly payments on time, and pay all other amounts owed under this Note, I will repay my loan in full on August 26, 2011. If, on September 25, 2013 [insert applicable 15-, 20- or 30-year maturity date based on a monthly repayment schedule] I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

**5. BORROWER'S RIGHT TO PREPAY**

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

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

**6. LOAN CHARGES**

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

**7. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any biweekly or monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each biweekly or monthly payment on the date it is due, I will be in default. I also will be in default if I do not maintain the account I am required to maintain under Section 3(C) above.

**(C) Termination of Biweekly Payments**

If I am in default for three consecutive biweekly payments, the Note Holder may terminate my right to make biweekly payments under this Note. If the Note Holder terminates my biweekly payments, I will instead pay all amounts owed under this Note by making one payment each month on the first day of the month.

The Note Holder will determine the amount of my monthly payment by calculating the amount that would be sufficient to repay all amounts owed under this Note in full on the Maturity Date in substantially equal payments. Beginning with the first day of the month after the month in which I am given notice of termination, I will pay the new amount as my monthly payment until the Maturity Date.

**(D) Notice of Default**

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

**(E) No Waiver By Note Holder**

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

**(F) Payment of Note Holder's Costs and Expenses**

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

**8. GIVING OF NOTICES**

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

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

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

**10. WAIVERS**

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

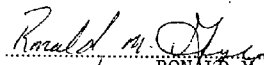
**11. UNIFORM SECURED NOTE**

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

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

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

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

  
RONALD M. GEYER (Seal)  
-Borrower

  
KRISTINA L. GEYER (Seal)  
-Borrower

..... (Seal)  
-Borrower

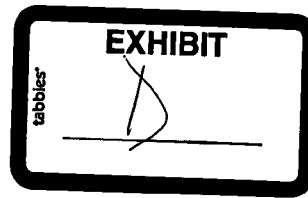
[Sign Original Only]





CLEARFIELD BANK  
&  
TRUST COMPANY

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



## ACT 91 NOTICE

### TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE\*

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) MAY BE ABLE TO HELP TO SAVE YOUR HOME.

This Notice explains how the program works.

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

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

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

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

#### COMMUNITY OFFICES

##### BRIDGE STREET OFFICE

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

##### GOLDENROD OFFICE

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

##### CURWENSVILLE OFFICE

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

##### DuBOIS OFFICE

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

##### PHILIPSBURG OFFICE

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

HOMEOWNER'S NAME(S):	Ronald M. Geyer
	Kristina L. Geyer
MAILING ADDRESS:	PO Box 366
	Winburne, PA 16879-0366
LOAN ACCT. NO.:	2080712
ORIGINAL LENDER:	Clearfield Bank & Trust Company
CURRENT LENDER/SERVICER:	Clearfield Bank & Trust Company
DATE:	December 18, 2003

### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

**\* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**

**\* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**

**\* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** --- The MORTGAGE debt held by the above lender on your property located at: Park Avenue, Winburne, PA

---

**IS SERIOUSLY IN DEFAULT because:**

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

5 Bi-Weekly Payments @ \$201.20 = \$1,006.00

Other Charges (explain/itemize): Late Charges of \$20.12

**TOTAL AMOUNT PAST DUE: \$1,026.12**

---

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

---

**HOW TO CURE THE DEFAULT** --- You may cure the default within THIRTY (30) DAYS of the **Date of this Notice** by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER**, WHICH IS \$ 1,026.12, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

N/A

---

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

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

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

\* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

\* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

\* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

\* TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

\* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

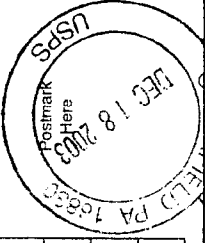
Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (724) 465-5118

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

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

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

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



Sent To Kristina L Geyer  
 Street, Apt. No.; PO Box 366  
 or PO Box No. Wimborne PA 16879  
 City, State, ZIP+4

PS Form 3800, June 2002 See Reverse for Instructions

**CERTIFIED MAIL<sup>™</sup>**



**CLEARFIELD BANK & TRUST**  
 11 N. SECOND ST.  
 P.O. BOX 171  
 CLEARFIELD, PA 16830



ADDRESS SERVICE REQUES 7002 3150 0000 7854 2831

Name 12-19  
 1st Notice 12-24  
 2nd Notice JAN 3  
 Return JAN 3

**RIS**  
 RETURN TO SENDER

Kristina A ☐ INSUFFICIENT ADDRESS  
 PO I C ☐ ATTEMPTED NOT KNOWN  
 Winb S ☐ NO SUCH NUMBER/STREET  
☐ NO DELIVERABLE AS ADDRESSED  
☐ UNABLE TO FORWARD

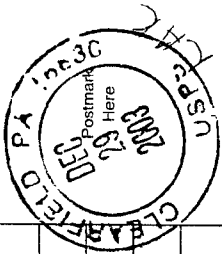
*unclaimed Mark*



**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)

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



Sent To: Ronald M Geyer  
 Street, Apt. No.,  
 or PO Box No. PO Box 366  
 City, State, ZIP+4<sup>®</sup> Clearfield PA 16830

PS Form 3800, June 2002 See Reverse for Instructions

**CERTIFIED MAIL<sup>TM</sup>**

**CLEARFIELD BANK & TRU**  
 11 N. SECOND ST.  
 P.O. BOX 171  
 CLEARFIELD, PA 16830



ADDRESS SERVICE REQU

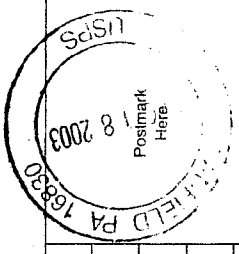
7002 3150 0000 7854 2824



**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)

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



Sent To: Ronald M Geyer  
 Street, Apt. No.,  
 or PO Box No. PO Box 366  
 City, State, ZIP+4<sup>®</sup> Winburne PA 16879

PS Form 3800, June 2002 See Reverse for Instructions

**CERTIFIED MAIL<sup>TM</sup>**

Ronald M. Geyer  
 PO Box 366

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

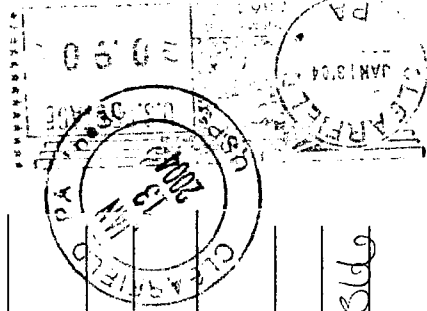


FOE

*Please mail Certified to P.O. Box 366 Clearfield, PA 16830*



U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
CLEARFIELD BANK & TRUST COMPANY	
11 NORTH SECOND STREET	
PO BOX 171	
CLEARFIELD, PA 16830	
One piece of ordinary mail addressed to:	
Kristina L Geyer	
PO Box 366	
Winburne, PA 16870-0366	



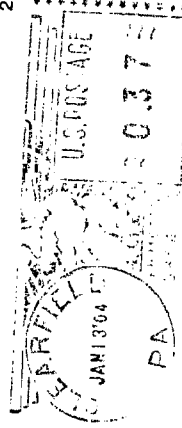
PS Form 3817, January 2001



11 N. Second Street  
PO Box 171  
Clearfield, PA 16830

Address Service Requested

20130

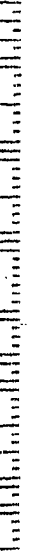


*Jan 13*

Kristina L. Geyer  
PO Box 366  
Winburne, PA 16870-0366

GEYER366\* 168702002 1203 02 02/11/04  
RETURN TO SENDER  
GEYER  
BOX CLOSED  
UNABLE TO FORWARD  
RETURN TO SENDER

16879+03663910171



### VERIFICATION

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

CLEARFIELD BANK & TRUST COMPANY

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

Date: 3/8/04

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

CLEARFIELD BANK & TRUST COMPANY

VS.

GEYER, RONALD M. & KRISTINA L.

Sheriff Docket # 15285

04-324-CD

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

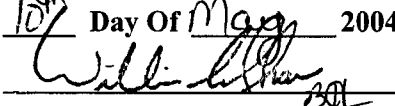
NOW MARCH 17, 2004 AT 11:06 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RONALD M. GEYER, DEFENDANT AT RESIDENCE, 1125 TROY ROAD, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RONALD M. GEYER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: McCLEARY/NEVLING

NOW MARCH 17, 2004 AT 10:40 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KRISTINA L. GEYER, DEFENDANT AT RESIDENCE, PO BOX 366, PARK AVE., WINBURNE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KRISTINA L. GEYER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MCCLEARY/NEVLING

**Return Costs**

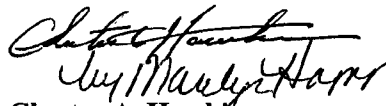
Cost	Description
51.74	SHERIFF HAWKINS PAID BY: ATTY CK# 223
20.00	SURCHARGE PAID BY: ATTY CK# 222

Sworn to Before Me This

10<sup>th</sup> Day Of May 2004  


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

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**  
01:57 PM  
MAY 10 2004  
William A. Shaw  
Prothonotary/Clerk of Courts

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

RONALD M. GEYER and KRISTINA L.  
GEYER

Defendants

No. 04-324-CD

Type of Pleading: PRAECIPE FOR  
ENTRY OF DEFAULT JUDGMENT

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893  
1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

*file*  
**FILED**

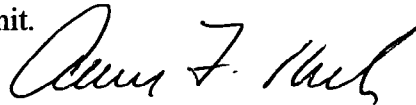
JUN 17 2004

William A. Shaw  
Prothonotary

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

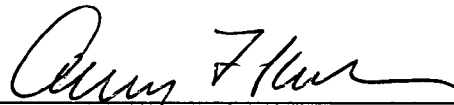
TO PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter Default Judgment in the amount of **THIRTY-FIVE THOUSAND ONE HUNDRED SIXTY-ONE AND 60/100 (\$35,161.60)** together with interest and costs of this suit on the above-captioned Defendants due to the Defendants' failure to enter an appearance or file an Answer within the allotted twenty (20) day limit.



Alan F. Kirk, Esquire  
Attorney for the Plaintiff

I hereby certify that a written notice of the intention to file a Praecipe for Default Judgment was sent certified mail, return receipt requested and First Class U.S. Mail to **RONALD M. GEYER AND KRISTINA L. GEYER**, on **April 7, 2004**, at least ten (10) days prior to the filing of the within Praecipe. Copies of the aforesaid Notice are attached hereto, made a part hereof and incorporated herein by reference.



Alan F. Kirk, Esquire  
Attorney for Plaintiff

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

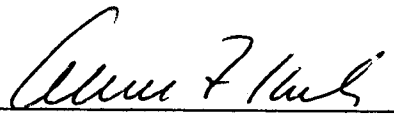
CLEARFIELD BANK AND TRUST COMPANY,	:	No. 04-324-CD
	:	
Plaintiff	:	
	:	
vs.	:	Type of Pleading: PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT
	:	
RONALD M. GEYER and KRISTINA L. GEYER	:	Filed on Behalf of: Plaintiff
	:	
	:	
Defendants	:	
	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**TO PROTHONOTARY OF CLEARFIELD COUNTY:**

Please Enter Judgment against the above-named Defendants pursuant to the enclosed  
Certificate of Judgment of **Clearfield County Docket No. 04-324-CD** in the principal amount of  
**\$35,161.60** together with interest and costs of suit.

By:

Dated: **June 16, 2004**

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

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 04-324-CD
	:	
Plaintiff	:	
	:	Type of Pleading: PRAECIPE FOR
vs.	:	ENTRY OF DEFAULT JUDGMENT
	:	
RONALD M. GEYER and KRISTINA L. GEYER	:	Filed on Behalf of: Plaintiff
	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**TO: Ronald M. Geyer, Defendant**

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

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

\_\_\_\_\_

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 04-324-CD
	:	
Plaintiff	:	
	:	
vs.	:	Type of Pleading: PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT
	:	
RONALD M. GEYER and KRISTINA L. GEYER	:	Filed on Behalf of: Plaintiff
	:	
	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**TO: Kristina L. Geyer, Defendant**

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

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

\_\_\_\_\_

**FILED**  
m 2:04 PM JUN 17 2004  
Notary Public  
William A. Shaw

William A. Shaw  
Prothonotary



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

Clearfield Bank and Trust Company  
Plaintiff(s)

No.: 2004-00324-CD

Real Debt: \$35161.60

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Ronald M. Geyer  
Kristina L. Geyer  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 17, 2004

Expires: June 17, 2009

Certified from the record this 17th day of June, 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

Date		Judge
01/21/2002	Filing: Divorce Complaint with Custody Count Paid by: Gearhart, R. Denning (attorney for Gray, Bradley T) Receipt number: 1836965 Dated: 01/21/2002 Amount: \$95.00 (Check) Three CC Attorney Motion for Custody Conference, filed by s/R. Denning Gearhart Three CC Attorney Gearhart	No Judge No Judge ✓
01/25/2002	ORDER, re; Defendant, TAMARA MARIE GRAY to appear in person on 21st day of Feb. 2002, at 1:30 p.m. for a Custody Conference. by the Court, s/FJA,J. 3 cc atty Gearhart	Fredric Joseph Ammerman ✓
02/04/2002	Affidavit of Mailing, Complaint For Divorce and Motion for Custody Conference upon Defendant. Filed by s/R. Denning Gearhart, Esq. no cc	Fredric Joseph Ammerman ✓
02/12/2002	Answer To Complaint In Divorce, New Matter and Counterclaim. Filed by s/Toni M. Cherry, Esq. Verification s/Tamara Marie Gray 2 cc Atty Cherry	Fredric Joseph Ammerman ✓
02/13/2002	ORDER For Mediation Conference and Payment of Costs. by the Court, s/FJA,J. 2 cc & Quest. to R. Denning Gearhart, Esq., Toni M. Cherry, Esq., 1 copy to Judge Ammerman and Dr. Ryen Certificate of Service, Answer to Complaint in Divorce, New Matter and Counterclaim upon R. Denning Gearhart, Esq. Filed by s/Toni M. Cherry, Esq. no cc	Fredric Joseph Ammerman ✓ Fredric Joseph Ammerman ✓
02/25/2002	Answer to Counterclaim. Filed by s/R. Denning Gearhart, Esq. Affidavit of Verification. s/R. Denning Gearhart, Esq. 2 cc to Atty Gearhart Certificate of Service, Answer to Counterclaim upon Toni M. Cherry, Esq. Filed by s/Toni M. Cherry, Esq. no cc	Fredric Joseph Ammerman ✓ Fredric Joseph Ammerman ✓
03/12/2002	ORDER, NOW, this 12th day of March, 2002, re: Custody Mediation Conference to be held April 24, 2002, at 9:00 a.m. by the Court, s/FJA,J. 2 cc to R. Denning Gearhart, Esq., 2 to Toni M. Cherry, Esq., 1 copy to Judge Ammerman, Dr. Ryen and CA	Fredric Joseph Ammerman ✓
10/22/2002	Praeipce To Enter Appearance on Behalf of Defendant, TAMARA MARIE GRAY. filed by s/Joseph Colavecchi, Esquire 1 cc to atty Petition For Temporary Custody And Temporary Visitation. filed by s/Joseph Coalvecchi, Esq. 2 cc to Atty	Fredric Joseph Ammerman ✓ Fredric Joseph Ammerman ✓
10/24/2002	ORDER, AND NOW, this 24th day of October, 2002, re: Custody Trial scheduled for Wednesday, January 22, 2003, at 9:00 a.m. by the Court, s/FJA,J. 1 cc Atty Colavecchi, Gearhart	Fredric Joseph Ammerman ✓
10/25/2002	RULE, AND NOW, this 25th day of October, 2002, issued upon BRADLEY T. GRAY. This Rule is returnable the 4th day of November, 2002, at 3:00 p.m. by the Court, s/FJA,J. 3 cc to atty	Fredric Joseph Ammerman ✓
11/06/2002	ORDER, NOW, this 4th day of November, 2002, re: Argument on Defendant's Petition for Temporary Custody and Temporary Visitation. by the Court, s/FJA,J. 2 cc Atty Gearhart, J. Colavecchi	Fredric Joseph Ammerman ✓
11/08/2002	Petition for Joinder, filed by Atty. Colavecchi 3 Cert. to Atty.	Fredric Joseph Ammerman ✓
11/12/2002	Motion for Leave to Withdraw as Counsel for the Plaintiff, filed by s/R. Denning Gearhart, Esq. Three CC Attorney Gearhart	Fredric Joseph Ammerman ✓
11/13/2002	Motion To Compel Deposition, Attorney's Fees and Costs. filed by s/Joseph Colavecchi, Esquire 3 cc Atty J. Colavecchi	Fredric Joseph Ammerman ✓

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

CLEARFIELD BANK AND TRUST	)	No. 04-324-CD
COMPANY,	)	
	)	Type of Pleading: WRIT OF
vs.	)	EXECUTION
	)	
RONALD M. GEYER AND KRISTINA	)	
L. GEYER,	)	Filed on Behalf of: Plaintiff
	)	
Defendants	)	Counsel of Record for this Party:
	)	ALAN F. KIRK, ESQUIRE
	)	Supreme Court # 36893
	)	1375 Martin Street, Suite 204
	)	State College, PA 16803
	)	(814) 234.2048

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

Issue writ of execution in the above matter,

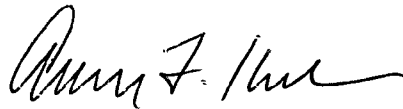
Amount due: **\$35,161.60**

Plus continuing interest on the principal balance from **June 17, 2004**, plus costs.

A description of the property to be levied upon and sold is attached hereto in duplicate, marked Exhibit "A" and made a part hereof.

This Praecipe is based on a Default Judgment. The Prothonotary is authorized to issue the Praecipe because notice has been served pursuant to Rule 2958.1 as evidenced by a Return of Service filed of record.

An Affidavit pursuant to Pa. R.C.P. Rule 3129.1 is attached hereto and marked Exhibit "B".



Alan F. Kirk, Esquire  
Attorney for Plaintiff

**FILED**

**JUL 22 2004**

William A. Shaw  
Prothonotary Clerk of Courts

Exhibit "A"

*ALL* those certain parts of lots situate in the Village of Ames, Cooper Township, Clearfield County, Pennsylvania, known and drafted in accordance with said Town Plot of lots numbers 206, 208, 210 and 212 and also all that portion over alley separating lots numbers 210 and 212, bounded and described as follows:

*BEGINNING* at a post corner of Second Street and Coalwood Avenue, thence North along said Avenue to point where said Avenue intersects with Township Road; thence southeast along said Township Road to a post on said Township Road and Second Street; thence West along said Second Street to a post corner of Second Street, Coalwood Avenue and place of beginning.

BEING the same premises as were granted and conveyed unto Lloyd D. Shire, Jr. and Mary C. Shire, his wife, by deed of Walter D. Holt and Anna M. Holt, his wife, dated April 27, 1946, and entered for record in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 375, Page 310. The said Lloyd D. Shire, Jr. having died 2/4/85 with title vesting in Mary C. Shire as surviving tenant by the entirety.

**EXHIBIT "B":**

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**CLEARFIELD BANK & TRUST COMPANY**, Plaintiffs in the above action, by and through their attorney, Alan F. Kirk, Esq., set forth as of the date of the Praeceptum for Writ of Execution was filed, the following information concerning the real property located in the Township of, County of Clearfield, Pennsylvania, bounded and described on Exhibit "A" attached hereto.

1. The name and address of the owners of the property are as follows:

Ronald M. Geyer  
1125 Troy Road  
Philipsburg, PA 16866

Kristina L. Geyer  
P.O. Box 366  
Park Avenue  
Windsor, PA 16879

2. The name and address of the Defendants in judgment is as follows:

Ronald M. Geyer  
1125 Troy Road  
Philipsburg, PA 16866

Kristina L. Geyer  
P.O. Box 366  
Park Avenue  
Windsor, PA 16879

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

Clearfield Bank & Trust Company  
11 North Second Street, P.O. Box 171  
Clearfield, PA 16830

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

Clearfield Bank & Trust Company  
11 North Second Street, P.O. Box 171  
Clearfield, PA 16830

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

None

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

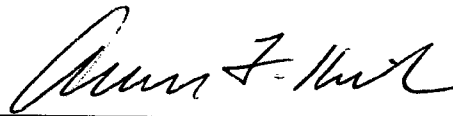
Clearfield County Tax Claim Bureau  
Clearfield, PA 16830

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

None

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

Date: 7-19-04.



Alan F. Kirk, Esq.  
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST	)	No. 04-324-CD
COMPANY,	)	
	)	
Plaintiff	)	Type of Pleading: WRIT OF
vs.	)	EXECUTION
	)	
RONALD M. GEYER AND KRISTINA	)	
L. GEYER,	)	Filed on Behalf of: Plaintiff
	)	
Defendants	)	Counsel of Record for this Party:
	)	ALAN F. KIRK, ESQUIRE
	)	Supreme Court # 36893
	)	1375 Martin Street, Suite 204
	)	State College, PA 16803
	)	(814) 234.2048

**SHERIFF'S SALE OF VALUABLE REAL ESTATE**

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the \_\_\_\_\_ on \_\_\_\_\_, 2004 at \_\_\_\_\_ a.m., prevailing time.

**TERMS OF SALE**

The price or sum at which the property shall be struck off must be paid at the time of sale or such other arrangements made as will be approved, otherwise the property will be immediately put up and sold again at the expense and risk of the person to whom it was struck off and who, in case of deficiency of such resale, shall make good for the same and in no instance will the deed be presented for confirmation unless the money is actually paid to the Sheriff.

**NOTICE**

To all parties in interest and Claimants: A schedule of distribution will be filed by the Sheriff in his office the first Monday following the date of sale, and distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

CHESTER A. HAWKINS, SHERIFF

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

CLEARFIELD BANK AND TRUST	)	No. 04-324-CD
COMPANY,	)	
Plaintiff	)	Type of Pleading: WRIT OF
vs.	)	EXECUTION
	)	
RONALD M. GEYER AND KRISTINA	)	
L. GEYER,	)	Filed on Behalf of: Plaintiff
Defendants	)	
	)	Counsel of Record for this Party:
	)	ALAN F. KIRK, ESQUIRE
	)	Supreme Court # 36893
	)	1375 Martin Street, Suite 204
	)	State College, PA 16803
	)	(814) 234.2048

WRIT OF EXECUTION  
NOTICE

**TO: Mr. Ronald M. Geyer**  
**1125 Troy Road**  
**Phillipsburg, PA 16866**

**Ms. Kristina L. Geyer**  
**P.O. Box 366, Park Avenue**  
**Windburne, PA 16879**

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

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

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

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

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

Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765.2641





## MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

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

CLEARFIELD BANK AND TRUST	)	No. 04-324-CD
COMPANY,	)	
	)	Type of Pleading: WRIT OF
Plaintiff	)	EXECUTION
vs.	)	
	)	
RONALD M. GEYER AND KRISTINA	)	
L. GEYER,	)	Filed on Behalf of: Plaintiff
	)	
Defendants	)	Counsel of Record for this Party:
	)	ALAN F. KIRK, ESQUIRE
	)	Supreme Court # 36893
	)	1375 Martin Street, Suite 204
	)	State College, PA 16803
	)	(814) 234.2048

**CLAIM FOR EXEMPTION**

To the Sheriff:

We, the above named Defendants, **RONALD M. GEYER AND KRISTINA L. GEYER**, claim exemption of property from levy or attachment:

- (1) From my personal property in my possession which has been levied upon,
  - (a) I desire that my \$300 statutory exemption be
    - (i) Set aside in kind (specify property to be set aside in kind):  
\_\_\_\_\_;
    - (ii) Paid in cash following the sale of the property levied upon; or
  - (b) I claim the following exemption (specify property and basis of exemption): \_\_\_\_\_  
\_\_\_\_\_;
- (2) From my property which is in the possession of a third party, I claim the following exemptions:
  - (a) My \$300 statutory exemption: \_\_\_\_ in cash: \_\_\_\_ in kind (specify property): \_\_\_\_\_
  - (b) Social Security benefits on deposit in the amount of \$ \_\_\_\_\_;
  - (c) Other (specify amount and basis of exemption): \_\_\_\_\_  
\_\_\_\_\_

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at \_\_\_\_\_  
(address)

\_\_\_\_\_  
(telephone number)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

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

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

**THIS CLAIM TO BE FILED WITH THE OFFICE OF**

**THE SHERIFF OF CLEARFIELD COUNTY:**

**CLEARFIELD COUNTY COURTHOUSE**

**(814)765.2641**

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

Clearfield Bank and Trust Company

Vs.

NO.: 2004-00324-CD

Ronald M. Geyer and  
Kristina L. Geyer

3047

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due CLEARFIELD BANK AND TRUST COMPANY, Plaintiff(s) from RONALD M. GEYER and KRISTINA L. GEYER, Defendant(s):

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

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

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$35,161.60

PAID: \$125.00

INTEREST: continuing interest on principal balance  
from June 17, 2004

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 07/22/2004

\_\_\_\_\_  
William A. Shaw

Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

Requesting Party: Alan F. Kirk, Esq.  
1375 Martin Street, Ste. 204  
State College, PA 16803  
(814) 234-2048

\_\_\_\_\_  
Sheriff

Exhibit "A"

ALL those certain parts of lots situate in the Village of Ames, Cooper Township, Clearfield County, Pennsylvania, known and drafted in accordance with said Town Plot of lots numbers 206, 208, 210 and 212 and also all that portion over alley separating lots numbers 210 and 212, bounded and described as follows:

*BEGINNING* at a post corner of Second Street and Coalwood Avenue; thence North along said Avenue to point where said Avenue intersects with Township Road; thence southeast along said Township Road to a post on said Township Road and Second Street; thence West along said Second Street to a post corner of Second Street, Coalwood Avenue and place of beginning.

BEING the same premises as were granted and conveyed unto Lloyd D. Shire, Jr. and Mary C. Shire, his wife, by deed of Walter D. Holt and Anna M. Holt, his wife, dated April 27, 1946, and entered for record in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 375, Page 310. The said Lloyd D. Shire, Jr. having died 2/4/85 with title vesting in Mary C. Shire as surviving tenant by the entirety.

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

CLEARFIELD BANK AND TRUST  
COMPANY,  
Plaintiff

RONALD M. GEYER and  
KRISTINA L. GEYER  
Defendants

No. 04-324-CD

Type of Pleading: AFFIDAVIT OF  
SERVICE

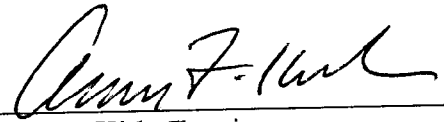
Filed on Behalf of: Plaintiff

Counsel of Record for this Party:  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893  
1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

**AFFIDAVIT OF SERVICE**

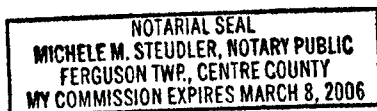
I, Alan F. Kirk, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the **3<sup>rd</sup>** day of **November, 2004**, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

Copies of the Notice, certified mailing receipts and certificates of mailing are also attached hereto, made a part hereof and marked as Exhibit "B".

  
Alan F. Kirk, Esquire

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

  
Notary Public



**FILED** NO CC  
M 11:25 AM  
NOV 08 2004 ELK

William A. Shaw  
Prothonotary/Clerk of Courts

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 04-324-CD
	:	
Plaintiff	:	
	:	Type of Pleading: AFFIDAVIT OF SERVICE
	:	
RONALD M. GEYER and KRISTINA L. GEYER	:	Filed on Behalf of: Plaintiff
	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

**AFFIDAVIT PURSUANT TO RULE 3129**

I, ALAN F. KIRK, ESQUIRE, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located in the Village of Ames, Cooper Township, Clearfield County, Pennsylvania, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. Name and address of Owners or Reputed Owners:

**Mr. Ronald M. Geyer**  
**1125 Troy Road**  
**Phillipsburg, PA 16866**

**Ms. Kristina L. Geyer**  
**P.O. Box 366, Park Avenue**  
**Windburne, PA 16879**



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

**Mr. Ronald M. Geyer  
1125 Troy Road  
Phillipsburg, PA 16866**

**Ms. Kristina L. Geyer  
P.O. Box 366, Park Avenue  
Windburne, PA 16879**

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

**Clearfield Bank & Trust Company  
11 North Second Street, P.O. Box 171  
Clearfield, PA 16830**

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

**Clearfield Bank & Trust Company  
11 North Second Street, P.O. Box 171  
Clearfield, PA 16830**

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

**Clearfield County Tax Claim Bureau  
Clearfield, PA 16830**

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

**None.**

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

11-03-04  
Date

Alan F. Kirk  
Alan F. Kirk, Esquire  
Attorney for Plaintiff



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

CLEARFIELD BANK AND TRUST	:	No. 04-324-CD
COMPANY,	:	
Plaintiff	:	
	:	Type of Pleading: AFFIDAVIT OF
	:	SERVICE
	:	
RONALD M. GEYER and	:	Filed on Behalf of: Plaintiff
KRISTINA L. GEYER	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

DATE: November 3, 2004

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

OWNER(S): Ronald M. Geyer and Kristina L. Geyer

PROPERTY: See Attached Exhibit "A"

The above-captioned property is scheduled to be sold at the Clearfield County Sheriff's Sale **on December 3, 2004, at 10:00 a.m. in the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830.** Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

CLEARFIELD BANK AND TRUST ) No. 04-324-CD  
COMPANY, )  
 )  
Plaintiff )  
vs. ) Type of Pleading: WRIT OF  
 ) EXECUTION  
 )  
RONALD M. GEYER AND KRISTINA )  
L. GEYER, )  
 ) Filed on Behalf of: Plaintiff  
Defendants )  
 )  
 ) Counsel of Record for this Party:  
 ) ALAN F. KIRK, ESQUIRE  
 ) Supreme Court # 36893  
 ) 1375 Martin Street, Suite 204  
 ) State College, PA 16803  
 ) (814) 234.2048

CHESTER A. HAWKINS, SHERIFF

ALL those certain parts of lots situate in the Village of Ames, Cooper Township, Clearfield County, Pennsylvania, known and drafted in accordance with said Town Plot of lots numbers 206, 208, 210 and 212 and also all that portion over alley separating lots numbers 210 and 212, bounded and described as follows:

*BEGINNING* at a post corner of Second Street and Coalwood Avenue; thence North along said Avenue to point where said Avenue intersects with Township Road; thence southeast along said Township Road to a post on said Township Road and Second Street; thence West along said Second Street to a post corner of Second Street, Coalwood Avenue and place of beginning.

*BEING* the same premises as were conveyed to Ronald M. Geyer and Kristina L. Geyer, husband and wife, by Deed of Linda M. Jaros, Individually and Sharon A. Breier, Individually, and as Co-Executrices for the Estate of Mary C. Shire, deceased, dated September 25, 1998 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1971, Page 235.

SEIZED, taken in execution to be sold as the property of RONALD M. GEYER AND KRISTINA L. GEYER, at the suit of CLEARFIELD BANK AND TRUST COMPANY.  
JUDGMENT NO. 04-324-CD.

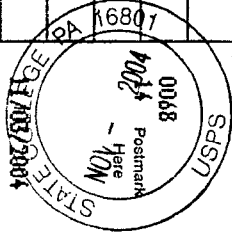
# CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only: No Insurance Coverage Provided)

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

PHILPSBURG PA 16866

Postage	\$ 40.37
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 44.42



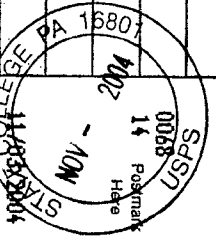
Sent To  
 Street, Apt. No.  
 or PO Box No. 1165 11th Road  
 City, State, ZIP+4 Philpsburg PA 16866  
 PS Form 3800, June 2002 See Reverse for Instructions

# U.S. Postal Service CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only: No Insurance Coverage Provided)

WINBURNE PA 16879

Postage	\$ 40.37
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 44.42



Sent To  
 Street, Apt. No.  
 or PO Box No. Back Woods P.O. Box 366  
 City, State, ZIP+4 Winburne, PA 16879  
 PS Form 3800, June 2002 See Reverse for Instructions

STATE COLLEGE MPD  
 STATE COLLEGE, Pennsylvania  
 16801998

11/03/2004 4125460068-0096 02:33:21 PM  
 (814)238-2435

Product Description	Sales Receipt	Final Price
	Qty Unit Price	

WINBURNE PA 16879  
 First-Class  
 Rtn Recpt (Green Card)  
 Certified  
 Label Serial #: 7004055000052401577  
 Issue PVI: \$4.42

CLEARFIELD PA 16830  
 First-Class  
 Issue PVI: \$0.37

CLEARFIELD PA 16830  
 First-Class  
 Issue PVI: \$0.37

PHILPSBURG PA 16866  
 First-Class  
 Rtn Recpt (Green Card)  
 Certified  
 Label Serial #: 7004055000052401584  
 Issue PVI: \$4.42

PVI 1 \$0.90 \$0.90  
 PVI 1 \$0.90 \$0.90  
 Total: \$11.38  
 Paid by:  
 Personal Check \$11.38

Bill #: 1000400124979  
 Clerk: 14

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



U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Alan F. Kirk, Esquire	
1375 Martin Street Suite 204	
State College, PA 16803	
One piece of ordinary mail addressed to:	
Clearfield County Tax Claim	
Clearfield, PA 16830	



0000

U.S. POSTAGE  
PAID  
STATE COLLEGE, PA  
16801  
NOV 03, 04  
AMOUNT

\$0.90  
000-48233-14

PS Form 3817, January 2001

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Alan F. Kirk, Esquire	
1375 Martin Street, Suite 204	
State College, PA 16803	
One piece of ordinary mail addressed to:	
Clearfield Bank + Trust Co.	
11 N. Second Street	
Clearfield, PA 16830	



0000

U.S. POSTAGE  
PAID  
STATE COLLEGE, PA  
16801  
NOV 03, 04  
AMOUNT

\$0.90  
000-48233-14

PS Form 3817, January 2001

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

DOCKET # 16397  
NO: 04-324-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY  
vs.  
DEFENDANT: RONALD M. GEYER AND KRISTINA L. GEYER

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 07/22/2004

LEVY TAKEN 10/08/2004 @ 11:50 AM

POSTED 10/08/2004 @ 11:50 AM

SALE HELD 12/03/2004

SOLD TO CLEARFIELD BANK AND TRUST COMPANY

SOLD FOR AMOUNT \$10,000.00 PLUS COSTS

WRIT RETURNED 04/05/2005

DATE DEED FILED 04/01/2005

PROPERTY ADDRESS 129 OLD MILL ROAD A/K/A PO BOX 366, PARK AVENUE WINBURNE , PA 16879

*859*  
**FILED**  
*12:51 PM*  
**APR 07 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

**SERVICES**

10/19/2004 @ 9:35 AM SERVED RONALD M. GEYER

SERVED RONALD M. GEYER, DEFENDANT, AT THE CLEARFIELD COUNTY SHERIFF'S OFFICE, 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PENNSYLVANIA, BY HANDING TO RONALD M. GEYER

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

01/02/0904 @ 1:30 PM SERVED KRISTINA L. GEYER

SERVED KRISTINA L. GEYER, DEFENDANT, AT HER RESIDENCE ROUTE 53, DRIFITING, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO STEVE KOCHAN, BOYFRIEND/AAR

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16397  
NO: 04-324-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY  
vs.  
DEFENDANT: RONALD M. GEYER AND KRISTINA L. GEYER

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$435.44

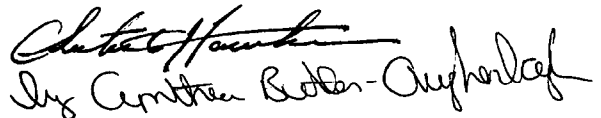
SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

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

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

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

Clearfield Bank and Trust Company

Vs.

NO.: 2004-00324-CD

Ronald M. Geyer and  
Kristina L. Geyer

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due CLEARFIELD BANK AND TRUST COMPANY, Plaintiff(s) from RONALD M. GEYER and KRISTINA L. GEYER, Defendant(s):

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

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

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$35,161.60

PAID: \$125.00

INTEREST: continuing interest on principal balance  
from June 17, 2004

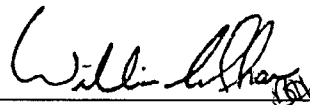
SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 07/22/2004



William A. Shaw

Prothonotary/Clerk Civil Division

Received this writ this 22nd day  
of July A.D. 2004  
At P.O. A.M./P.M.

Chetan A. Haulkins  
Sheriff by Cynthia Butler-Aughonbaugh

Requesting Party: Alan F. Kirk, Esq.  
1375 Martin Street, Ste. 204  
State College, PA 16803  
(814) 234-2048



Exhibit "A"

*ALL* those certain parts of lots situate in the Village of Ames, Cooper Township, Clearfield County, Pennsylvania, known and drafted in accordance with said Town Plot of lots numbers 206, 208, 210 and 212 and also all that portion over alley separating lots numbers 210 and 212, bounded and described as follows:

*BEGINNING* at a post corner of Second Street and Coalwood Avenue; thence North along said Avenue to point where said Avenue intersects with Township Road; thence southeast along said Township Road to a post on said Township Road and Second Street; thence West along said Second Street to a post corner of Second Street, Coalwood Avenue and place of beginning.

BEING the same premises as were granted and conveyed unto Lloyd D. Shire, Jr. and Mary C. Shire, his wife, by deed of Walter D. Holt and Anna M. Holt, his wife, dated April 27, 1946, and entered for record in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 375, Page 310. The said Lloyd D. Shire, Jr. having died 2/4/85 with title vesting in Mary C. Shire as surviving tenant by the entirety.

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME GEYER NO. 04-324-CD

NOW, December 3, 2004, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 3RD day of DECEMBER 2004, I exposed the within described real estate of RONALD M. GEYER AND KRISTINA L. GEYER to public venue or outcry at which time and place I sold the same to CLEARFIELD BANK AND TRUST COMPANY he/she being the highest bidder, for the sum of \$10,000.00 + COSTS and made the following appropriations, viz:

## SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	12.00
LEVY	15.00
MILEAGE	15.00
POSTING	15.00
CSDS	10.00
COMMISSION 2%	200.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	10,000.00
RETURNS/DEPUTIZE	9.00
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>435.44</b>

## DEED COSTS:

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

## PLAINTIFF COSTS, DEBT & INTEREST:

DEBT-AMOUNT DUE	35,161.60
INTEREST FROM 6/17/04	
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>35,161.60</b>

## COSTS:

ADVERTISING	320.10
TAXES - collector	818.88
TAXES - tax claim	834.38
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	435.44
LEGAL JOURNAL AD	162.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>2,869.30</b>

*1,674.40 pd  
Tax Claim*

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