

04-968-CD  
TIM E. SHAW et al vs. HARRY SHEPLER et al

Tim Shaw et al vs Harry Shepler et al  
2004-968-CD

Date: 01/26/2005

Clearfield County Court of Common Pleas

User: BANDERSON

Time: 12:28 PM

ROA Report

Page 1 of 1

Case: 2004-00968-CD

Current Judge: Fredric Joseph Ammerman

Tim E. Shaw, Dawn L. Shaw vs. Harry Shepler, Traci Shepler

Mortgage Foreclosures

| Date       |  | Judge                     |
|------------|--|---------------------------|
| 06/24/2004 | Filing: Complaint to Foreclosure Mortgage Paid by: Smith, Peter F. (attorney for Shaw, Tim E.) Receipt number: 1881534 Dated: 06/24/2004 Amount: \$85.00 (Check) Two CC Sheriff One CC Attorney Smith Property is located in Goshen Township, Clearfield County, PA.   | No Judge 4                |
| 07/26/2004 | Sheriff Return, NOW July 20, 2004, Complaint in Mortgage Foreclosure, served on Traci & Harry Shepler. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm   | No Judge 4                |
| 09/08/2004 | Filing: Praecipe For Entry Of Default Judgment Paid by: Shaw, Tim E. (plaintiff) Receipt number: 1886113 Dated: 09/08/2004 Amount: \$20.00 (Check). Judgment amount \$116,654.23. Filed by s/Peter F. Finch, Esq. No CC, 1 notice to each Def., Statement to Atty Smith.                                       | No Judge 4                |
|            | Filing: Writ of Execution / Possession Paid by: Shaw, Tim E. (plaintiff) Receipt number: 1886113 Dated: 09/08/2004 Amount: \$20.00 (Check) 1 CC Sheriff, 6 Writ Packets to Sheriff.  | No Judge 4                |
|            | Miscellaneous Filing Certificate of Address filed by Atty. Smith. No CC.   | No Judge 4                |
| 09/22/2004 | Praecipe, On behalf of Plaintiffs request that the Amended Schedule A which is attached hereto and incorporated herein by reference be substituted as a schedule to the Praecipe for Writ of Execution and to the Writ of Execution filed in this matter. Filed by s/ Peter F. Smith, Esquire. 1 CC Atty Smith | No Judge 4                |
| 01/05/2005 | Certificate of Service, filed by Atty. Smith, Served copy of Notice and Sheriff's Sale of Valuable Real Estate on the following.   | No Judge 4                |
| 01/25/2005 | Petition to Amend Complaint, filed by s/ Peter F. Smith, Esquire. 7CC Atty Smith   | Fredric Joseph Ammerman 4 |

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

William Brown III and Nancy O. Brown

vs.

Lonnie Hazlet and Amy Hazlett

No. 2003-01302-CD

**OATH OR AFFIRMATION OF ARBITRATORS**

Now, this 25th day of January, 2005, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Girard Kasubick, Esquire

Mark A. Falvo, Esquire

David R. Thompson, Esquire

\_\_\_\_\_  
Chairman  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sworn to and subscribed before me this  
25th day of January, 2005

\_\_\_\_\_  
Prothonotary

**AWARD OF ARBITRATORS**

Now, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

(Continue if needed on reverse.)

\_\_\_\_\_  
Chairman  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ENTRY OF AWARD**

Now, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, I hereby certify that the above award was entered of record this/ date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

**WITNESS MY HAND AND THE SEAL OF THE COURT**

\_\_\_\_\_  
Prothonotary

By \_\_\_\_\_

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

TIM E. SHAW and  
DAWN L. SHAW,

Plaintiffs

vs.

HARRY SHEPLER and TRACI SHEPLER  
Defendants

No. 2004-968-CD

Type of Case:  
**FORECLOSURE**

Type of Pleading:  
**COMPLAINT**

Filed on Behalf of:  
**PLAINTIFF**

Attorney for this party:  
**Peter F. Smith, Esquire**  
Supreme Court No. 34291  
30 South Second Street  
P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

**FILED**

**JUN 24 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

TIM E. SHAW and  
DAWN L. SHAW,

Plaintiffs

vs.

HARRY SHEPLER and TRACI SHEPLER  
Defendants

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No. 2004-

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after 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 other rights important to you.

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

Clearfield County Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

## ***AMERICANS WITH DISABILITIES ACT OF 1990***

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the Court. You must attend the scheduled conference or hearing.

Clearfield County Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

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

|                                 |   |           |
|---------------------------------|---|-----------|
| TIM E. SHAW and                 | : |           |
| DAWN L. SHAW,                   | : |           |
|                                 | : | No. 2004- |
| Plaintiffs                      | : |           |
| vs.                             | : |           |
|                                 | : |           |
| HARRY SHEPLER and TRACI SHEPLER | : |           |
| Defendants                      | : |           |

**COMPLAINT TO FORECLOSE MORTGAGE**

COMES NOW, TIM E. SHAW and DAWN L. SHAW, by their attorney, Peter F. Smith, who pursuant to Pa.R.C.P. 1147 pleads:

1. The names of the Plaintiffs are **TIM E. SHAW** and **DAWN L. SHAW**. They are husband and wife and reside at 2092 Jerry Run Road, Clearfield, Pennsylvania 16830.

2. The names of the first and second are **HARRY SHEPLER** and **TRACI SHEPLER**. They are husband and wife and reside at P.O. Box 163 Luthersburg, Pennsylvania 15848.

3. The real estate subject to this action is a commercial property known as "Shawville Dairy & Grill." It is located on State Route 879 in the Village of Shawville, Goshen Township, Clearfield County, Pennsylvania. It consists of a store building, and other improvements and fixtures. This property is also identified by Clearfield County Tax Map No. 115-M06-667-00015. The property is more particularly described by courses and distance as follows:

**ALL that certain piece or parcel of real estate situate in Goshen Township, Clearfield County, Pennsylvania, bounded and described as follows:**

**BEGINNING at a post corner of an alley and Woodland Road, in the Woolridge-Wrigley & Son plot of lots adjoining the Borough of Clearfield, which plot is recorded at Clearfield in Miscellaneous Book "R", Page 407; thence by Woodland Road North eighty-four (84) degrees thirty (30) minutes East (the map says twenty-one (21) minutes East) ninety (90) feet to a post corner of Lot No. 36 in the Woolridge-Wrigley & Son plot of lots; thence by line of Lot No. 36 South seventeen (17) degrees forty-three (43) minutes West one hundred sixty-four and nine tenths (164.9) feet to an alley; thence by the line of said**

alley North eighty-seven (87) degrees eighteen (18) minutes West ninety (90) feet to post corner of another alley; thence by line of the last mentioned alley North twenty-one (21) degrees thirty (30) minutes East one hundred fifty-two and nine tenths (152.9) feet to post on Woodland Road and place of beginning.

**BEING the same premises conveyed by Plaintiffs to David W. Amon and Sarah E. Amon by deed dated October 15, 2001 and recorded in Clearfield County Instrument Number 200116666.**

**The first and second Defendants subsequently conveyed these premises to Harry Shepler and Traci Shepler, the third and fourth Defendants by deed dated July 3, 2003 and recorded at Clearfield County Instrument Number 200311767.**

4. By instrument acknowledged October 15, 2001 the David W. & Sarah E. Amon mortgaged the premises to Plaintiffs for the principal debt of \$130,000.00. Said mortgage is recorded at Clearfield County Instrument No. 200116667, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit A.

5. Defendants also executed a Note in favor of the Plaintiffs together with the foregoing mortgage evidencing their personal obligation to pay the \$130,000.00 borrowed from Plaintiffs, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto and incorporated herein by reference as Exhibit B.

6. By Agreement and by deed both dated July 3, 2003 David W. Amon and Sarah E. Amon assigned, granted and conveyed all their right, title and interest in the premises, to the Defendants Harry Shelper and Traci Shepler.

7. As part of that assignment, the Sheplers agreed to assume all the obligation and liability of David W. Amon & Sarah E. Amon under the bond and mortgage identified in paragraphs 4 and 5 of this complaint.

8. The Plaintiffs joined in the Assignment and Assumption of Mortgage agreement and in paragraph of eight released any claim they may have under the bond or mortgage against the original mortgagors David W. Amon and Sarah E. Amon. A true and correct of said agreement is attached hereto and incorporated herein by reference as Exhibit C.

9. Plaintiff has not assigned this mortgage or note.
10. No judgment has been entered in any jurisdiction upon this mortgage or underlying obligation to pay the note.
11. Defendant is entitled to no credits or set-offs.
12. On or about June 15, 2004, Defendants failed to make the full monthly payment of \$1,168.48, and at no time since then have all monthly payments been made which constitutes a default.
13. After crediting all amounts paid by Defendants to Plaintiff in reduction of this mortgage, there is a total past due of \$1,168.48 as of June 15, 2004.
14. Written and oral demand has been made upon the Defendant to make said payments to Plaintiff and correct his default, but he has failed to do so.
15. The exact amounts due under said mortgage and because of Defendant's default, after acceleration of the balance due pursuant to its terms as of June 15, 2004, are as follows:

|    |  |              |
|----|--|--------------|
| a) | Balance  | \$116,595.81 |
| b) | Late Charge  | \$ 58.42     |
| c) | Interest accruing after 6/15/04<br>at \$22.360840 per day<br>(to be added) | \$ _____     |
| d) | Costs of suit (to be added)  | \$ _____     |
| e) | Attorney's fees  | \$ _____     |

PRELIMINARY TOTAL     \$ 116,654.23  
**FINAL TOTAL**             **\$**

16. This mortgage represents a business transaction and encumbers commercial property. Therefore the defendants are not entitled to the notices required by Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 et seq., and the Homeowner's Emergency Mortgage Assistance Act, 1959, Dec. 3, P.L. 1688, No. 621, art. IV-C, Section 402-C, added 1983, Dec. 23, P.L. 385, No. 91, Section 2, 35 P.S. Section 1680.401c et seq.

WHEREFORE, Plaintiff demands judgment in its favor as specified in Paragraph 15 above, authority to foreclose its mortgage against the real estate, and such other relief as the court deems just.

Respectfully submitted,

Dated: 6/23/04

A handwritten signature in black ink, appearing to read 'P. F. Smith', written over a horizontal line.

Peter F. Smith  
Attorney for Plaintiff

### VERIFICATION

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

Mortgagee

Dated: 6/21/04

Tim E Shaw  
Tim E. Shaw

### VERIFICATION

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

Mortgagee

Dated: 6/21/04

Dawn L Shaw  
Dawn L. Shaw

# MORTGAGE

THIS MORTGAGE, dated

is between the mortgagor(s), David W. & Sarah E. Amon

of P.O. Box 9, Shawville, PA 16873

a  
(corporation/partnership/proprietorship/individual)

organized and existing under the laws of the State of

(and whether one or more persons, jointly and severally obligated and called "Owner"), and the mortgagee, Tim E. & Dawn L. Shaw  
(called "Lender")

As used in this Mortgage,

shall be called "Debtor." If no person is named as Debtor, however, any reference to "Debtor" in this Mortgage shall refer only to Owner.

A. **THE PROPERTY:** FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND HEREBY, as security for the prompt payment and performance of a Obligations (as defined below in Paragraph B), Owner grants, bargains, sells, conveys and mortgages to Lender, its successors and assigns, all of Owner's right title and interest in the real property described in Schedule "A" (called the "Property"), which is attached to and made a part of this Mortgage, together with a present and future buildings, improvements, additions and fixtures, and all alleys, passageways, easements, rights (including mineral and water rights, liberties, privileges, hereditaments and appurtenances, and all reversions, remainders, rents, royalties, issues and profits, now or later accruing or pertaining to the Property. The Property is commonly known as

See attached description.

with Uniform Parcel Identifier (i.e., Tax Parcel Number): 115-M6-667-15

B. **OBLIGATIONS SECURED BY THIS MORTGAGE.** As used in this Mortgage, "Obligations" means any and all of the following:

1. the liabilities and obligations of Debtor and/or Owner to Lender arising out of a ☒ note; ☐ surety agreement; ☐ other (describe \_\_\_\_\_); dated October 15, 2001

in the amount of One Hundred Thirty Thousand Dollars (\$ 130,000.00 )  
(called the "Instrument"), plus interest and costs as provided therein, and/or any modifications or extensions and any other instrument or agreement that may be substituted therefor;

2. all other existing and future liabilities and obligations of Debtor and/or Owner, or any of them, to Lender, whether arising from this or any other transaction, or of the same or different kinds or classes of indebtedness; and

3. full and complete performance by Owner of all warranties and representations, covenants and agreements and other obligations under this Mortgage

C. **WARRANTIES AND REPRESENTATIONS:** Until the Obligations are paid and performed in full, Owner warrants and represents as follows:

1. **Purchase Money Mortgage:** ☒ If checked, this is a Purchase Money Mortgage and the proceeds of the Instrument will be utilized by Owner primarily to purchase the Property.

2. **Payments:** All payments on or secured by the Instrument will be made when and where due, including payments due by acceleration of maturity or on demand. All Obligations will be paid promptly and performed in full in accordance with their terms.

3. **Title:** Owner has fee simple title to the Property and the right to mortgage the Property. Owner will defend Owner's title against any person claiming any right in the Property prior to or superior to the lien of this Mortgage.

4. **Hazardous Conditions and Substances:** While Owner has been in possession of the Property, there has been no use, manufacture, storage, treatment, disposal or release of any hazardous substance or waste on, under or about the Property, nor is Owner aware of the existence of any such activities occurring on the Property prior to Owner's possession of the Property, which activities have not previously been disclosed in writing to Lender. Neither Owner nor the Property is the subject of pending or threatened litigation or regulatory proceedings regarding any hazardous substances or waste, or other activities conducted on or about the Property, which have not previously been disclosed in writing to Lender. As used in this Mortgage, "hazardous substance or waste" means any substance which does not occur naturally on the Property and which, if released into the environment, could or would pose a real and substantial threat to the public health, safety and welfare.

D. **COVENANTS AND AGREEMENTS:** Until the Obligations are paid and performed in full, Owner covenants and agrees as follows:

1. **Insurance:** Owner will maintain insurance on the Property of such kinds, in such amounts, with such companies and with such mortgagee or loss-payable clauses as are satisfactory to Lender. At Lender's request, Owner will promptly provide evidence of such policies, including paid receipts, to Lender. Owner shall not engage in nor permit any lessee of all or any part of the Property to engage in any activity on the Property which, if resulting in loss or damage to the Property, would not be covered by such insurance. Owner shall notify Lender of any loss or damage to the Property, submit to such insurers a proof or proofs of loss, and apply the proceeds of any such insurance to the repair of the Property or to reduce the outstanding balance of the Obligations, at Lender's election. Lender is hereby authorized, without notice to Owner, to file such proof or proofs of loss on behalf of Owner, if Owner fails or refuses to do so, and to sign Owner's name to any check, draft or other instrument in payment of insurance proceeds.

2. **Taxes:** Owner will pay all taxes, assessments, ground rents and governmental charges when they come due, and all other charges of any kind which are levied on the Property at any time and which, if unpaid, would result in a lien or other security interest in the Property superior to that of Lender's. Owner will deliver to Lender, on request, all receipts evidencing such payments. Neither Debtor nor Owner will claim a credit under the Instrument or this Mortgage for such payments.

3. **Use, Condition and Repair:** Owner will maintain the Property in good repair, order and condition. Owner will not commit nor permit any strip, waste, nuisance, impairment or deterioration of the Property. Lender's representatives may inspect the Property at any reasonable time or times. Owner will not bring nor permit any lessee of all or part of the Property to bring any hazardous substance or waste onto the Property, for storage, processing, distillation, treatment, manufacturing, disposal, release or any other purpose, unless with Lender's prior specific written approval. Owner will comply with all applicable laws, regulations and ordinances, federal, state and local, relating to the use and possession of the Property.

4. **Escrow:** At Lender's written request, Lender will be paid, with each payment of Principal or Interest on the Instrument, an additional sum equal to one-twelfth of the aggregate annual amount which will become due for the payment of all taxes to be levied and assessed on the Property, land, water and sewer rents, and any insurance required to be placed on the Property, as reasonably estimated initially and from time to time by Lender. If the sums held by Lender shall not be sufficient to pay such charges as they fall due, any deficiency shall be paid within 15 days from the date notice is mailed by Lender to Owner. All sums so deposited may be commingled with other funds held by Lender, shall NOT be held in trust for Owner, shall NOT bear interest, and are pledged as additional security for the sums secured by this Mortgage.

5. **Transfers:** Owner will not sell, assign or transfer the Property or any portion thereof, voluntarily or involuntarily, to any other person, nor grant anyone rights in the Property, without Lender's prior written consent. If the Property has been leased in whole or in part, Owner will comply with the provisions of such leases, but Owner will not collect more than one month's rent, exclusive of any security deposit for non-payment of rentals or damage to the Property, in advance.

6. **Judgments:** Owner assigns all judgments or awards for damage to the Property, or otherwise, in their entirety, to Lender, and Lender may apply the same to the Obligations secured by this Mortgage. Lender is authorized by Owner to institute or defend such actions and to appeal from any such judgments. If all or any part of the Property is subject to condemnation by any public authority, any award granted in such proceedings shall be paid to Lender as its interest shall then appear.

7. **Assignments:** Owner will not assign the rents, profits or income from the Property without first obtaining the written consent of Lender.

8. **Suits:** Owner shall not permit any action to enforce any other lien or claim against the Property prior to the lien of this Mortgage to be commenced and not discontinued and withdrawn within 10 days.

9. **Restrictions:** Owner shall comply with all restrictions or governmental regulations affecting the use, title or possession of the Property, and shall not make use of the Property or engage in any activity as a result of which the Property may be forfeited to any person.

E. **EVENTS OF DEFAULT.** Each of the following shall constitute an "Event of Default" under this Mortgage:

1. Debtor and/or Owner fails to make any payment on the Instrument as and when due or on demand;

2. Debtor and/or Owner fails to pay or perform any of the Obligations as and when due; or

3. Any warranty or representation or covenant or agreement contained in this Mortgage, in the Instrument, or in any document or instrument evidencing any of the Obligations, is breached.

F. **REMEDIES.** On the occurrence of any Event of Default, Lender may do any or all of the following:

1. At its sole discretion, cure the Event of Default and add the costs of such cure to the principal sum then due on the Obligations. Lender may charge interest on such payment, from the date of such payment, at a rate equal to the greater of 15% per annum or the rate provided in the Instrument.

2. On providing any timely notice of default and of Owner's right to cure the default as may then be provided by law, and failing appropriate and timely cure by Owner, accelerate and declare immediately due and payable all amounts due under the Instrument and under any or all of the Obligations.

3. Refer this Mortgage to an attorney for collection and/or to foreclose on the Property, or to take such other action at law or in equity for the enforcement of this Mortgage as the law may allow, for the entire unpaid balance thereof, together with Lender's costs in curing any Event of Default, with interest thereon at the greater of 15% per annum or the rate charged on the Instrument, and all costs of suit and Lender's reasonable attorneys' fees.

4. Enter into possession of the Property, with or without legal action, and collect all rents, issues, profits and insurance proceeds which Owner heret assigns to Lender as additional security for the Obligations.

5. At its sole discretion, lease and, at any time and from time to time, on 10 days prior written notice to Owner, which notice Owner acknowledges commercially reasonable, sell or otherwise dispose of the Property, in whole or in part.

6. After deducting all costs of collection, apply the rents, issues, profits and proceeds of sale of the Property to the payment of taxes, water and sewer rents, insurance premiums and all other charges, and then apply the balance to the Obligations, in such order and amounts as Lender, in Lender's so discretion, may elect.

G. **WAIVERS.** Owner hereby waives and releases all benefit and relief from any and all appraisalment, stay and exemption laws of any state now in force hereafter passed, either for the benefit or relief of Owner, or limiting the balance due to a sum not in excess of the amount actually paid by a purchaser of the Property at a sale thereof in any judicial proceedings on this Mortgage, or exempting the Property or any other real property or any part of the proceeds of sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution or any process.

H. **CONSENT.** Owner hereby consents: to the extension of the time for payment of the Instrument, this Mortgage or any Obligations; to any compromise settlement with Debtor or any Owner; to any waiver or failure by Lender to enforce any rights against any person or property; or to any other action which might or could release Owner and/or Debtor from liability.

I. **NOTICE.** Any notice required to be given to Lender shall be personally served at Lender's address shown above. Any notice required to be given to Owner may, unless otherwise required by law, be sent by ordinary first class mail addressed to Owner's last known mailing address shown on Lender's books and records. Such notice shall be deemed received as of the next business day after mailing.

J. **RELEASE.** Lender may release any part of the Property without affecting the lien of this Mortgage on the remainder of the Property for the Obligations then remaining unpaid.

**BUT ALWAYS PROVIDED,** nevertheless, that if this Mortgage and the Obligations it secures are paid and performed in full in the manner provided in the Instrument and in the Obligations, then this Mortgage shall end and become void.

The rights and remedies of Lender provided in this Mortgage, in the Instrument and in the Obligations shall be cumulative and concurrent. They may be pursued singly, successively, or together against Owner and the Property, at the sole discretion of Lender. The failure of Lender to exercise any right or remedy shall not be construed as a waiver or release of that or any other right or remedy. The words "Debtor," "Owner" and "Lender" shall be deemed and construed to include their respective heirs, personal representatives, successors and assigns. If there is more than one Owner, the obligations of each shall be joint and several. This Mortgage shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania. The unenforceability or invalidity of any provision of this Mortgage shall not render any other provision unenforceable or invalid.

OWNER HAS DULY EXECUTED THIS MORTGAGE under seal on the date indicated on the front.

Witness: \_\_\_\_\_

David W. Amon (SEAL)

David W. Amon

Sarah E. Amon (SEAL)

Sarah E. Amon

\_\_\_\_\_  
(SEAL)

## ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

:

: SS.

COUNTY OF Clearfield

:

On this, the 15 day of October, 2001, before me, the subscriber, a notary public of the above State, personally appeared David W. Amon & Sarah E. Amon, known or satisfactorily proven to me to be the person(s) whose name(s) is (are) subscribed to the above Mortgage, who acknowledged that he/she/they executed the same as his/her/their voluntary act and deed and desired it to be recorded as such, or who acknowledged himself/herself/themselves to be the (Vice) President(s) of the Owner (if a Corporation) or General Partner(s) of the Owner (if a Partnership) and that, being authorized so to do, he/she/they executed the above Mortgage as and for the act and deed of the Corporation or Partnership, as applicable, by signing the name of the Corporation or Partnership by himself/herself/themselves as (Vice) President(s) or General Partner(s) and causing the Corporation seal, if applicable, to be applied thereto, and desired it to be recorded as such.

Witness my hand and official seal the day and year aforesaid.

Holly A. Bressler

Notary Public

NOTARIAL SEAL  
HOLLY A. BRESSLER, Notary Public  
Clearfield Boro, Clearfield Co., PA  
My Commission Expires Sept. 12, 2002

My commission expires:

I hereby certify that the precise address of the within named Mortgagee,

is Rd 2 Box 139 A, Shawville, Pa 16813

[Signature]  
Officer on behalf of Mortgagee

**MORTGAGE**

David W. & Sarah E. Amon  
Mortgagor(s)

TO

Tim E. & Dawn L. Shaw  
Mortgagee

Recorder: Please return this Mortgage to:

# NOTE

October 15, ....., 19.....

Clearfield  
[City]

Pennsylvania  
[State]

.....  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 130,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Tim E. Shaw and Dawn L. Shaw. 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%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 15 day of each month beginning on November 15, 2001. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on October 15, 2016, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at R.D. 2 Box 139A, Clearfield, Pennsylvania

..... or at a different place if required by the Note Holder.

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,168.48

## 4. 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 monthly payment unless the Note Holder agrees in writing to those changes.

## 5. 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 which 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.

## 6. 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 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 monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which 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.

### (D) 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.

### (E) 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.

## 7. 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.

9. 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.

10. 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 which might result if I do not keep the promises which 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.

David W. Amon .....(Seal)  
David W. Amon .....Borrower

Sarah E. Amon .....(Seal)  
Sarah E. Amon .....Borrower

.....(Seal)  
.....Borrower

[Sign Original Only]

**ASSIGNMENT AND ASSUMPTION OF MORTGAGE**

**THIS AGREEMENT**, made and executed this 3rd day of July in the year two thousand and three (2003), **BETWEEN DAVID W. AMON and SARA H. E. AMON** husband and wife, of P. O. Box 9, Shawville, Clearfield County, Pennsylvania 16873, parties of the first part, hereinafter referred to as **MORTGAGORS**,

**AND**

**HARRY SHEPLER and TRACI SHEPLER**, husband and wife, of P. O. Box 163, Luthersburg, Clearfield County, Pennsylvania 15848, parties of the second part, hereinafter referred to as the **BUYERS**,

**AND**

**TIM E. SHAW and DAWN L. SHAW**, husband and wife, of R. D. #2, Box 139A, Clearfield, Clearfield County, Pennsylvania 16830, parties of the third part, hereinafter referred to as the **MORTGAGEES**.

**WITNESSETH:**

**WHEREAS**, MORTGAGORS are indebted MORTGAGEES, under a certain bond and warrant dated October 15, 2001, in the principal amount of ONE HUNDRED THIRTY THOUSAND and 00/100 (\$130,000.00) DOLLARS, said bond and warrant being accrued by a mortgage of even date therewith, which mortgage is recorded in the

ALL that certain piece or parcel of land, together with all improvements and fixtures thereon, situate in Goshen Township, Clearfield County, Pa., bounded and described as follows:

**BEGINNING** at an iron pipe at the intersection of right-of-way lines of Pa. Route 970 and Pa. Route 879; thence along said right-of-way line of Pa. Route 879 South 67 degrees 41' 36" East, 305.58 feet to an iron pipe on edge of Trout Run; thence along a line, South 55 degrees 54' 54" West 83.39 feet to an iron pipe at the edge of Trout Run and Susquehanna River; thence along a line North 61 degrees 50' 41" West, 277.89 feet to an iron pipe on edge of said River and right-of-way line of Pa. Route 970; thence along said right-of-way North 44 degrees 52' 55" East 45.00 feet to an iron pipe and place of beginning. Containing 0.38 acre.

**BEING** the same premises conveyed to the Mortgagors by deed dated 10/15/01 and recorded just prior to this mortgage at Instrument No 2001 166666.

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER

200116667

RECORDED ON

Oct 17, 2001

2:58:40 PM

Total Pages: 3

RECORDING FEES - \$13.00  
RECORDER

COUNTY IMPROVEMENT FUND \$1.00

RECORDER IMPROVEMENT FUND \$1.00

STATE WRIT TAX \$0.50

TOTAL \$15.50

CUSTOMER

SMITH, PETER

Recorder of Deeds Office of Clearfield County, Pennsylvania as Instrument No. 200116667; and

**WHEREAS**, MORTGAGORS have sold and conveyed to the BUYERS all the real property described in said mortgage by Deed of even date herewith, and both MORTGAGORS and BUYERS have agreed to the assignment of the mortgage and bond and warrant from the MORTGAGORS to the BUYERS, the BUYERS have agreed to assume the payment of the indebtedness represented by the bond and warrant and mortgage.

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter set forth, incorporating the foregoing by reference, and with the intention of being legally bound hereby, the parties agree as follows:

1. MORTGAGORS hereby give, transfer and assign unto BUYERS all of their right, title and interest in and to the aforesaid mortgage, bond and warrant.

2. BUYERS hereby covenant, promise and agree to take and accept and hereby do accept the aforesaid assignment and hereby assume the responsibilities and duties of MORTGAGORS as provided and set forth in the aforesaid mortgage and mortgage, bond and warrant, both dated October 15, 2001, by and between the MORTGAGORS and the said MORTGAGEES.

3. BUYERS hereby covenant, promise and agree to do the following with respect to said mortgage, bond and warrant:

A. To pay said bond at the time, in the manner, and in all respects as therein provided;

B. To perform each and all of the covenants, agreements and obligations in said mortgage to be performed by the MORTGAGORS therein, at the time, in the manner and in all respects as therein provided; and

C. To be bound by each and all of the terms and provisions of said mortgage, bond and warrant including payment of taxes and maintenance of fire and casualty insurance as though the said mortgage, bond and warrant had originally been made, executed and delivered by the BUYERS. A true and correct copy of said mortgage is attached hereto as Exhibit "A," and incorporated herein by reference.

4. The BUYERS agree to indemnify and save the MORTGAGORS harmless of and from any and all liability from defaults or nonperformance by the BUYERS of duties and responsibilities under the mortgage, bond and warrant hereby assigned to and assumed by the BUYERS.

5. MORTGAGEES hereby indicate their consent to said assumption of MORTGAGORS' mortgage by BUYERS by signing below and agree to look exclusively to BUYERS for payment of the outstanding balance owed under the

mortgage and upon the signing of this document, will release MORTGAGORS from any further liability with regard to said mortgage.

6. This Agreement shall in no way affect the lien, charge or encumbrance of said mortgage on the real estate conveyed from the MORTGAGORS to the BUYERS.

7. If any taxes, insurance premiums or other obligation payable by BUYERS under this Agreement shall be due and unpaid for a period of thirty (30) days after such sums are due, MORTGAGEES may at their option pay the same or in the default of the BUYERS hereunder, of any financial obligation, BUYERS hereby authorize and empower any attorney of any court of record in Pennsylvania to appear for them from time to time, and confess judgment or judgments against them from time to time for any and all such sums, as may be due from time to time, with costs of suit and attorney's commission of fifteen (15%) percent on the amount due, with release of all errors and without stay of execution and inquisition and extension upon and levy on real estate is hereby waived and condemnation agreed to and the foregoing provisions shall not be a bar to any other remedy which MORTGAGEES may have for the enforcement of the payment of such sums as are in arrears or they have paid or are otherwise due.

8. This Agreement shall be binding upon and insure to the benefit of the parties hereto, their administrators, executors and heirs. This Agreement is personal as

between the parties hereto and the Agreement shall not be assigned by the BUYERS except upon the express written consent of the MORTGAGEES.

9. This Agreement may be amended or modified only in writing executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

Witness:

MORTGAGORS

Barbara J. Hugney-Shope

David W. Amon (SEAL)  
David W. Amon

as to both

Sarah E. Amon (SEAL)  
Sarah E. Amon

Harry Shepler  
Traci Shepler

BUYERS

Harry Shepler (SEAL)  
Harry Shepler

Traci Shepler (SEAL)  
Traci Shepler

MORTGAGEES

Tim E. Shaw (SEAL)  
Tim E. Shaw

Dawn L. Shaw (SEAL)  
Dawn L. Shaw

COMMONWEALTH OF PENNSYLVANIA )

SS:

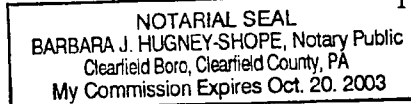
COUNTY OF CLEARFIELD )

On this the 3rd day of July, 2003, before me the undersigned officer, personally appeared, DAVID W. AMON and SARAH E. AMON, known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within instrument, and acknowledged that they have executed the same for the purposes contained therein.

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

*Barbara J. Hugney-Shope*  
Notary Public

My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA )

SS:

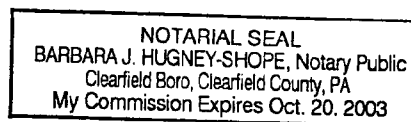
COUNTY OF CLEARFIELD )

On this the 3rd day of July, 2003, before me the undersigned officer, personally appeared, HARRY SHEPLER and TRACI SHEPLER, known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within instrument, and acknowledged that they have executed the same for the purposes contained therein.

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

*Barbara J. Hugney-Shope*  
Notary Public

My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA )

ss:

COUNTY OF CLEARFIELD )

On this the \_\_\_\_\_ day of July, 2003, before me the undersigned officer, personally appeared, TIM E. SHAW and DAWN L. SHAW, known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within instrument, and acknowledged that they have executed the same for the purposes contained therein.

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

Holly A. Bressler  
Notary Public

My Commission Expires:

|  |
|--|
| NOTARIAL SEAL<br>HOLLY A. BRESSLER, Notary Public<br>Clearfield Boro, Clearfield Co., PA<br>My Commission Expires Sept. 12, 2006 |
|--|

# MORTGAGE

THIS MORTGAGE, dated

is between the mortgagor(s), David W. & Sarah E. Amon

of P.O. Box 9, Shawville, PA 16873

(corporation/partnership/proprietorship/individual)

organized and existing under the laws of the State of

(and whether one or more persons, jointly and severally obligated and called "Owner"), and the mortgagee, Tim E. & Dawn L. Shaw

(called "Lender").

As used in this Mortgage,

shall be called "Debtor." If no person is named as Debtor, however, any reference to "Debtor" in this Mortgage shall refer only to Owner. A. **THE PROPERTY:** FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND HEREBY, as security for the prompt payment and performance of all Obligations (as defined below in Paragraph B), Owner grants, bargains, sells, conveys and mortgages to Lender, its successors and assigns, all of Owner's right, title and interest in the real property described in Schedule "A" (called the "Property"), which is attached to and made a part of this Mortgage, together with all present and future buildings, improvements, additions and fixtures, and all alleys, passageways, easements, rights (including mineral and water rights), liberties, privileges, hereditaments and appurtenances, and all reversions, remainders, rents, royalties, issues and profits, now or later accruing or pertaining to the Property. The Property is commonly known as

See attached description.

with Uniform Parcel Identifier (i.e., Tax Parcel Number): 115-M6-667-15

B. **OBLIGATIONS SECURED BY THIS MORTGAGE.** As used in this Mortgage, "Obligations" means any and all of the following:

1. the liabilities and obligations of Debtor and/or Owner to Lender arising out of a ☒ note; ☐ surety agreement; ☐ other (describe)

in the amount of One Hundred Thirty Thousand ; dated October 15, 2001 Dollars (\$ 130,000.00 ),

(called the "Instrument"), plus interest and costs as provided therein, and/or any modifications or extensions and any other instrument or agreement that may be substituted therefor;

2. all other existing and future liabilities and obligations of Debtor and/or Owner, or any of them, to Lender, whether arising from this or any other transaction, or of the same or different kinds or classes of indebtedness; and

3. full and complete performance by Owner of all warranties and representations, covenants and agreements and other obligations under this Mortgage.

C. **WARRANTIES AND REPRESENTATIONS:** Until the Obligations are paid and performed in full, Owner warrants and represents as follows:

1. **Purchase Money Mortgage:** ☒ If checked, this is a Purchase Money Mortgage and the proceeds of the Instrument will be utilized by Owner primarily to purchase the Property.

2. **Payments:** All payments on or secured by the Instrument will be made when and where due, including payments due by acceleration of maturity or on demand. All Obligations will be paid promptly and performed in full in accordance with their terms.

3. **Title:** Owner has fee simple title to the Property and the right to mortgage the Property. Owner will defend Owner's title against any person claiming any right in the Property prior to or superior to the lien of this Mortgage.

4. **Hazardous Conditions and Substances:** While Owner has been in possession of the Property, there has been no use, manufacture, storage, treatment, disposal or release of any hazardous substance or waste on, under or about the Property, nor is Owner aware of the existence of any such activities occurring on the Property prior to Owner's possession of the Property, which activities have not previously been disclosed in writing to Lender. Neither Owner nor the Property is the subject of pending or threatened litigation or regulatory proceedings regarding any hazardous substances or waste, or other activities conducted on or about the Property, which have not previously been disclosed in writing to Lender. As used in this Mortgage, "hazardous substance or waste" means any substance which does not occur naturally on the Property and which, if released into the environment, could or would pose a real and substantial threat to the public health, safety and welfare.

D. **COVENANTS AND AGREEMENTS:** Until the Obligations are paid and performed in full, Owner covenants and agrees as follows:

1. **Insurance:** Owner will maintain insurance on the Property of such kinds, in such amounts, with such companies and with such mortgagee or loss-payable clauses as are satisfactory to Lender. At Lender's request, Owner will promptly provide evidence of such policies, including paid receipts, to Lender. Owner shall not engage in nor permit any lessee of all or any part of the Property to engage in any activity on the Property which, if resulting in loss or damage to the Property, would not be covered by such insurance. Owner shall notify Lender of any loss or damage to the Property, submit to such insurers a proof or proofs of loss, and apply the proceeds of any such insurance to the repair of the Property or to reduce the outstanding balance of the Obligations, at Lender's election. Lender is hereby authorized, without notice to Owner, to file such proof or proofs of loss on behalf of Owner, if Owner fails or refuses to do so, and to sign Owner's name to any check, draft or other instrument in payment of insurance proceeds.

2. **Taxes:** Owner will pay all taxes, assessments, ground rents and governmental charges when they come due, and all other charges of any kind which are levied on the Property at any time and which, if unpaid, would result in a lien or other security interest in the Property superior to that of Lender's. Owner will deliver to Lender, on request, all receipts evidencing such payments. Neither Debtor nor Owner will claim a credit under the Instrument or this Mortgage for such payments.

3. **Use, Condition and Repair:** Owner will maintain the Property in good repair, order and condition. Owner will not commit nor permit any strip, waste, nuisance, impairment or deterioration of the Property. Lender's representatives may inspect the Property at any reasonable time or times. Owner will not bring nor permit any lessee of all or part of the Property to bring any hazardous substance or waste onto the Property, for storage, processing, distillation, treatment, manufacturing, disposal, release or any other purpose, unless with Lender's prior specific written approval. Owner will comply with all applicable laws, regulations and ordinances, federal, state and local, relating to the use and possession of the Property.

4. **Escrow:** At Lender's written request, Lender will be paid, with each payment of Principal or Interest on the Instrument, an additional sum equal to one-twelfth of the aggregate annual amount which will become due for the payment of all taxes to be levied and assessed on the Property, land, water and sewer rents, and any insurance required to be placed on the Property, as reasonably estimated initially and from time to time by Lender. If the sums held by Lender shall not be sufficient to pay such charges as they fall due, any deficiency shall be paid within 15 days from the date notice is mailed by Lender to Owner. All sums so deposited may be commingled with other funds held by Lender, shall NOT be held in trust for Owner, shall NOT bear interest, and are pledged as additional security for the sums secured by this Mortgage.

5. **Transfers:** Owner will not sell, assign or transfer the Property or any portion thereof, voluntarily or involuntarily, to any other person, nor grant anyone rights in the Property, without Lender's prior written consent. If the Property has been leased in whole or in part, Owner will comply with the provisions of such leases, but Owner will not collect more than one month's rent, exclusive of any security deposit for non-payment of rentals or damage to the Property, in advance.

6. **Judgments:** Owner assigns all judgments or awards for damage to the Property, or otherwise, in their entirety, to Lender, and Lender may apply the same to the Obligations secured by this Mortgage. Lender is authorized by Owner to institute or defend such actions and to appeal from any such judgments. If all or any part of the Property is subject to condemnation by any public authority, any award granted in such proceedings shall be paid to Lender as its interest shall then appear.

7. **Assignments:** Owner will not assign the rents, profits or income from the Property without first obtaining the written consent of Lender.

8. **Suits:** Owner shall not permit any action to enforce any other lien or claim against the Property prior to the lien of this Mortgage to be commenced and not discontinued and withdrawn within 10 days.

9. **Restrictions:** Owner shall comply with all restrictions or governmental regulations affecting the use, title or possession of the Property, and shall not make use of the Property or engage in any activity as a result of which the Property may be forfeited to any person.

E. **EVENTS OF DEFAULT.** Each of the following shall constitute an "Event of Default" under this Mortgage:

1. Debtor and/or Owner fails to make any payment on the Instrument as and when due or on demand;

2. Debtor and/or Owner fails to pay or perform any of the Obligations as and when due; or

3. Any warranty or representation or covenant or agreement contained in this Mortgage, in the Instrument, or in any document or instrument evidencing any of the Obligations, is breached.

F. **REMEDIES.** On the occurrence of any Event of Default, Lender may do any or all of the following:

1. At its sole discretion, cure the Event of Default and add the costs of such cure to the principal sum then due on the Obligations. Lender may charge interest on such payment, from the date of such payment, at a rate equal to the greater of 15% per annum or the rate provided in the Instrument.

2. On providing any timely notice of default and of Owner's right to cure the default as may then be provided by law, and failing appropriate and timely cure by Owner, accelerate and declare immediately due and payable all amounts due under the Instrument and under any or all of the Obligations.

3. Refer this Mortgage to an attorney for collection and/or to foreclose on the Property, or to take such other action at law or in equity for the enforcement of this Mortgage as the law may allow, for the entire unpaid balance thereof, together with Lender's costs in curing any Event of Default, with interest thereon at the greater of 15% per annum or the rate charged on the Instrument, and all costs of suit and Lender's reasonable attorneys' fees.

4. Enter into possession of the Property, with or without legal action, and collect all rents, issues, profits and insurance proceeds which Owner hereby assigns to Lender as additional security for the Obligations.

5. At its sole discretion, lease and, at any time and from time to time, on 10 days prior written notice to Owner, which notice Owner acknowledges is commercially reasonable, sell or otherwise dispose of the Property, in whole or in part.

6. After deducting all costs of collection, apply the rents, issues, profits and proceeds of sale of the Property to the payment of taxes, water and sewer rents, insurance premiums and all other charges, and then apply the balance to the Obligations, in such order and amounts as Lender, in Lender's sole discretion, may elect.

G. **WAIVERS.** Owner hereby waives and releases all benefit and relief from any and all appraisal, stay and exemption laws of any state now in force or hereafter passed, either for the benefit or relief of Owner, or limiting the balance due to a sum not in excess of the amount actually paid by a purchaser of the Property at a sale thereof in any judicial proceedings on this Mortgage, or exempting the Property or any other real property or any part of the proceeds of sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution or any process.

H. **CONSENT.** Owner hereby consents: to the extension of the time for payment of the Instrument, this Mortgage or any Obligations; to any compromise or settlement with Debtor or any Owner; to any waiver or failure by Lender to enforce any rights against any person or property; or to any other action which might or could release Owner and/or Debtor from liability.

I. **NOTICE.** Any notice required to be given to Lender shall be personally served at Lender's address shown above. Any notice required to be given to Owner may, unless otherwise required by law, be sent by ordinary first class mail addressed to Owner's last known mailing address shown on Lender's books and records. Such notice shall be deemed received as of the next business day after mailing.

J. **RELEASE.** Lender may release any part of the Property without affecting the lien of this Mortgage on the remainder of the Property for the Obligations then remaining unpaid.

**BUT ALWAYS PROVIDED,** nevertheless, that if this Mortgage and the Obligations it secures are paid and performed in full in the manner provided in the Instrument and in the Obligations, then this Mortgage shall end and become void.

The rights and remedies of Lender provided in this Mortgage, in the Instrument and in the Obligations shall be cumulative and concurrent. They may be pursued singly, successively, or together against Owner and the Property, at the sole discretion of Lender. The failure of Lender to exercise any right or remedy shall not be construed as a waiver or release of that or any other right or remedy. The words "Debtor," "Owner" and "Lender" shall be deemed and construed to include their respective heirs, personal representatives, successors and assigns. If there is more than one Owner, the obligations of each shall be joint and several. This Mortgage shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania. The unenforceability or invalidity of any provision of this Mortgage shall not render any other provision unenforceable or invalid.

OWNER HAS DULY EXECUTED THIS MORTGAGE under seal on the date indicated on the front.

Witness: \_\_\_\_\_

David W. Amon (SEAL)  
David W. Amon

Sarah E. Amon (SEAL)  
Sarah E. Amon

\_\_\_\_\_  
(SEAL)

## ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

: SS.

COUNTY OF Clearfield

:

On this, the 15 day of October, 2001, before me, the subscriber, a notary public of the above State, personally appeared David W. Amon & Sarah E. Amon, known or satisfactorily proven to me to be the person(s) whose name(s) is (are) subscribed to the above Mortgage, who acknowledged that he/she/they executed the same as his/her/their voluntary act and deed and desired it to be recorded as such, or who acknowledged himself/herself/themselves to be the (Vice) President(s) of the Owner (if a Corporation) or General Partner(s) of the Owner (if a Partnership) and that, being authorized so to do, he/she/they executed the above Mortgage as and for the act and deed of the Corporation or Partnership, as applicable, by signing the name of the Corporation or Partnership by himself/herself/themselves as (Vice) President(s) or General Partner(s) and causing the Corporation seal, if applicable, to be applied thereto, and desired it to be recorded as such.

Witness my hand and official seal the day and year aforesaid.

Holly A. Bressler  
Notary Public

NOTARIAL SEAL  
HOLLY A. BRESSLER, Notary Public  
Clearfield Boro, Clearfield Co., PA  
My Commission Expires Sept. 12, 2002

My commission expires:

I hereby certify that the precise address of the within named Mortgagee,

is Rd 2 Box 139 A, Shawville, Pa. 16813

[Signature]  
Officer on behalf of Mortgagee

BLANCKENHORN FORM PA 101 (9/90)

Recorder: Please return this Mortgage to:

Tim E. & Dawn L. Shaw  
Mortgagee

TO

David W. & Sarah E. Amon  
Mortgagor(s)

MORTGAGE

ALL that certain piece or parcel of land, together with all improvements and fixtures thereon, situate in Goshen Township, Clearfield County, Pa., bounded and described as follows:

**BEGINNING** at an iron pipe at the intersection of right-of-way lines of Pa. Route 970 and Pa. Route 879; thence along said right-of-way line of Pa. Route 879 South 67 degrees 41' 36" East, 305.58 feet to an iron pipe on edge of Trout Run; thence along a line, South 55 degrees 54' 54" West 83.39 feet to an iron pipe at the edge of Trout Run and Susquehanna River; thence along a line North 61 degrees 50' 41" West, 277.89 feet to an iron pipe on edge of said River and right-of-way line of Pa. Route 970; thence along said right-of-way North 44 degrees 52' 55" East 45.00 feet to an iron pipe and place of beginning. Containing 0.38 acre.

**BEING** the same premises conveyed to the Mortgagors by deed dated 10/15/01 and recorded just prior to this mortgage at Instrument No 2001 16666.

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200116667

RECORDED ON  
Oct 17, 2001  
2:58:40 PM  
Total Pages: 3

|                           |         |
|---------------------------|---------|
| RECORDING FEES -          | \$13.00 |
| RECORDER                  |         |
| COUNTY IMPROVEMENT FUND   | \$1.00  |
| RECORDER IMPROVEMENT FUND | \$1.00  |
| STATE WRIT TAX            | \$0.50  |
| TOTAL                     | \$15.50 |
| CUSTOMER                  |         |
| SMITH, PETER              |         |

Lap over margin

**FILED**  
8/12:57 AM  
JUN 24 2004  
Prothonotary/Clerk of Courts  
William A Shaw  
Att. Pd. 85.00  
100 Aty Smith

**PETER F. SMITH**  
ATTORNEY  
30 SOUTH SECOND STREET  
P.O. BOX 130  
CLEARFIELD, PA. 16830

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

SHAW, TIM E. & DAWN L.

VS.

SHEPLER, HARRY & TRACI

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

15855

04-968-CD

**SHERIFF RETURNS**

NOW JULY 20, 2004 AT 11:20 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TRACI SHEPLER, DEFENDANT AT RESIDENCE, PO BOX 163, LUTHERSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TRACI SHEPLER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MCCLEARY/COUDRIET

NOW JULY 20, 2004 AT 11:20 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON HARRY SHEPLER, DEFENDANT AT RESIDENCE, PO BOX 163, LUTHERSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TRACI SHEPLER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MCCLEARY/COUDRIET

**Return Costs**

| Cost  | Description                             |
|-------|---|
| 37.12 | SHERIFF HAWKINS PAID BY: PLFF. CK# 8467 |
| 20.00 | SURCHARGE PAID BY: PLFF CK# 8468        |

Sworn to Before Me This

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

*William A. Shaw*

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

So Answers,

*Chester A. Hawkins*

Chester A. Hawkins  
Sheriff

**FILED**

@ 2:52 pm AB  
JUL 26 2004  
EPB

William A. Shaw  
Prothonotary

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

TIM E. SHAW and  
DAWN L. SHAW,

Plaintiff

vs.

HARRY SHEPLER and  
TRACI SHEPLER,

Defendants

No. 2004-968-CD

**PRAECIPE FOR WRIT OF EXECUTION**

To: Clearfield County Prothonotary

Dear Sir:

Kindly issue a Writ of Execution in the above-captioned matter directed to the Sheriff of Clearfield County as follows:

1. Index this Writ against:

**HARRY SHEPLER and TRACI SHEPLER**

2. Property owned by the Defendants as follows:

The parcel of real estate subject to this action is a commercial property known as "Shawville Dairy & Grill." It is located on State Route 879 in the Village of Shawville, Goshen Township, Clearfield County, Pennsylvania. It contains of a store building, and other improvements and fixtures. This property is also identified by Clearfield County Tax Map No. 115-M06-667-00015 and is more particularly described as follows:

**ALL that certain piece or parcel of real estate situate in Goshen Township, Clearfield County, Pennsylvania, bounded and described as follows:**

**BEGINNING** at a post corner of an alley and Woodland Road, in the Woolridge-Wrigley & Son plot of lots adjoining the Borough of Clearfield, which plot is recorded at Clearfield in Miscellaneous Book "R", Page 407; thence by Woodland Road North eighty-four (84) degrees thirty (30) minutes East (the map says twenty-one (21) minutes East) ninety (90) feet to a post corner of Lot No. 36 in the Woolridge-Wrigley & Son plot of lots; thence by line of Lot No. 36 South seventeen (17) degrees forty-three (43) minutes West one hundred sixty-four and nine tenths (164.9) feet to an alley; thence by the line of said alley North eighty-seven (87) degrees eighteen (18) minutes West ninety (90) feet to post corner of another alley;

**FILED** <sup>EGK</sup>  
<sup>ICC</sup>  
<sup>01:22:01</sup> Sheriff  
SEP 08 2004 <sup>Atty. pd.</sup>  
<sup>20.00</sup>  
William A. Shaw  
Prothonotary/Clerk of Courts  
<sup>6 writ packets</sup>  
<sup>to Sheriff</sup>

thence by line of the last mentioned alley North twenty-one (21) degrees thirty (30) minutes East one hundred fifty-two and nine tenths (152.9) feet to post on Woodland Road and place of beginning.

BEING the same premises conveyed by Plaintiffs to David W. Amon and Sarah E. Amon by deed dated October 15, 2001 and recorded in Clearfield County Instrument Number 200116666.

The first and second Defendants subsequently conveyed these premises to Harry Shepler and Traci Shepler, the third and fourth Defendants by deed dated July 3, 2003 and recorded at Clearfield County Instrument Number 200311767.

Together with the TRADE FIXTURES listed on Schedule A which is attached hereto and incorporated by reference.

3. Amounts due:

|    |   |              |
|----|---|--------------|
| a) | Balance   | \$116,695.81 |
| b) | Late Charge   | \$ 58.42     |
| c) | Interest accruing after<br>06/15/04 at \$22.360840 per day<br>(to be added) | \$ _____     |
| d) | Costs of suit (to be added)   | \$ _____     |
| e) | Attorney's fees   | \$ _____     |

PRELIMINARY TOTAL \$116,654.23

Prothonotary Costs \$ 125.00

FINAL TOTAL \$

Dated: 8/30/04



Peter F. Smith, Esquire  
Attorney for Plaintiff  
30 South Second Street  
P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

## Trade Fixtures for the Shawville Store

Cigarette Holder

Tables, booths & chairs for customers

Candy racks and all other shelving

Deli case

Coffee Table

Glass Deli Refrigerator Case

Handmade Display Counter

Chest Freezer

Cash Register

Grill/Stove/Oven with Exhaust hood

Deep fryer

Pizza Oven & all accessories

Shelving for groceries

2 Lamp warmer

Hobart Meat Slicer

TEC Scale

Hamilton Beach Milkshake mixer

Microwave Oven

Hobart Commercial Toaster

Regular toaster

SECO Steamer with 3 containers

Eagle Steamer with 2 containers

Toaster oven

Veeder Root Gas Monitoring system

All Kitchenware, tableware (napkin holders, salt & pepper shakers)

Including pans, bowls, dishes, plates, silverware, etc.

Ceiling gas heater

Safe

Craftsman 3 1/2 hp 25 gallon air compressor

Water conditioning system

Garbage cans inside and outside

Soft Ice Cream Machine

Schedule A.

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

TIM E. SHAW and  
DAWN L. SHAW,

Plaintiff

vs.

HARRY SHEPLER and  
TRACI SHEPLER,

Defendants

No. 2004-968-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

1. Name and address of Plaintiff in the judgment:

Tim E. Shaw  
Dawn L. Shaw  
2092 Jerry Run Road  
Clearfield, PA 16830

2. Name and address of Defendants in the judgment:

|                       |                       |
|-----------------------|-----------------------|
| Harry Shepler         | Traci Shepler         |
| P.O. Box 163          | P.O. Box 163          |
| Luthersburg, PA 15848 | Luthersburg, PA 15848 |

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

|                      |                        |
|----------------------|------------------------|
| Tim E. Shaw          | David W. Amon          |
| Dawn L. Shaw         | Sarah E. Amon          |
| 2092 Jerry Run Road  | P.O. Box 9             |
| Clearfield, PA 16830 | Shawville, PA 16873    |
| Entered-             | Entered- July 13, 2004 |
| \$                   | \$39,355.81            |

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

Tim E. Shaw  
Dawn L. Shaw  
2092 Jerry Run Road  
Clearfield, PA 16830

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

NONE

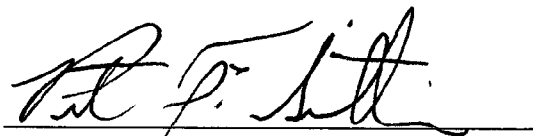
6. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

NONE

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

Dated:

9/17/04



Peter F. Smith, Attorney for Plaintiff  
30 South Second Street, P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

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

TIM E. SHAW and  
DAWN L. SHAW,

Plaintiff

vs.

HARRY SHEPLER and  
TRACI SHEPLER,

Defendants

No. 2004-968-CD

**WRIT OF EXECUTION  
NOTICE**

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 also 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; and, (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 to prove your exemptions, you may lose some of your property.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE 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  
Corner of Second and Market Streets  
Clearfield, PA 16830  
(814) 765-2641

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

TIM E. SHAW and  
DAWN L. SHAW,

Plaintiff

vs.

HARRY SHEPLER and  
TRACI SHEPLER,

Defendants

No. 2004-968-CD

**WRIT OF EXECUTION**

Commonwealth of Pennsylvania/County of Clearfield  
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's commission against the Defendants above:

1. You are directed to levy upon the real estate owned by the Defendants as follows and sell their interest therein:

The parcel of real estate subject to this action is a commercial property known as "Shawville Dairy & Grill." It is located on State Route 879 in the Village of Shawville, Goshen Township, Clearfield County, Pennsylvania. It contains of a store building, and other improvements and fixtures. This property is also identified by Clearfield County Tax Map No. 115-M06-667-00015 and is more particularly described as follows:

**ALL that certain piece or parcel of real estate situate in Goshen Township, Clearfield County, Pennsylvania, bounded and described as follows:**

**BEGINNING at a post corner of an alley and Woodland Road, in the Woolridge-Wrigley & Son plot of lots adjoining the Borough of Clearfield, which plot is recorded at Clearfield in Miscellaneous Book "R", Page 407; thence by Woodland Road North eighty-four (84) degrees thirty (30) minutes East (the map says twenty-one (21) minutes East) ninety (90) feet to a post corner of Lot No. 36 in the Woolridge-Wrigley & Son plot of lots; thence by line of Lot No. 36 South seventeen (17) degrees forty-three (43) minutes West one hundred sixty-four and nine tenths (164.9) feet to an alley; thence by the line of said alley North eighty-seven (87) degrees eighteen (18) minutes West ninety (90) feet to post corner of another alley; thence by line of the last mentioned alley North twenty-one (21) degrees thirty (30) minutes East one hundred fifty-two and nine tenths (152.9) feet to post on Woodland Road and place of beginning.**

BEING the same premises conveyed by Plaintiffs to David W. Amon and Sarah E. Amon by deed dated October 15, 2001 and recorded in Clearfield County Instrument Number 200116666.

The first and second Defendants subsequently conveyed these premises to Harry Shepler and Traci Shepler, the third and fourth Defendants by deed dated July 3, 2003 and recorded at Clearfield County Instrument Number 200311767.

Together with the TRADE FIXTURES listed on Schedule A which is attached hereto and incorporated by reference.

3. Amounts due:

|    |   |              |
|----|---|--------------|
| a) | Balance   | \$116,595.81 |
| b) | Late Charge   | \$ 58.42     |
| c) | Interest accruing after<br>06/15/04 at \$22.360840 per day<br>(to be added) | \$ _____     |
| d) | Costs of suit (to be added)   | \$ _____     |
| e) | Attorney's fees   | \$ _____     |

PRELIMINARY TOTAL \$116,654.23

Prothonotary Costs \$ 125.00

FINAL TOTAL \$

\_\_\_\_\_  
Prothonotary

By: \_\_\_\_\_  
Deputy

9/18/04

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

TIM E. SHAW and  
DAWN L. SHAW,

Plaintiff

vs.

HARRY SHEPLER and  
TRACI SHEPLER,

Defendants

No. 2004-968-CD

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which had been levied upon,

(a) I desire that my \$300.00 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 \$300.00 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 hearing should be given to me at:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

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

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

\_\_\_\_\_  
Defendant

**THIS CLAIM TO BE FILED WITH  
THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY**

Clearfield County Sheriff  
Clearfield County Courthouse  
Corner of Second and Market Streets  
Clearfield, PA 16830

## **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 retirements funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

## Trade Fixtures for the Shawville Store

Cigarette Holder

Tables, booths & chairs for customers

Candy racks and all other shelving

Deli case

Coffee Table

Glass Deli Refrigerator Case

Handmade Display Counter

Chest Freezer

Cash Register

Grill/Stove/Oven with Exhaust hood

Deep fryer

Pizza Oven & all accessories

Shelving for groceries

2 Lamp warmer

Hobart Meat Slicer

TEC Scale

Hamilton Beach Milkshake mixer

Microwave Oven

Hobart Commercial Toaster

Regular toaster

SECO Steamer with 3 containers

Eagle Steamer with 2 containers

Toaster oven

Veeder Root Gas Monitoring system

All Kitchenware, tableware (napkin holders, salt & pepper shakers)

Including pans, bowls, dishes, plates, silverware, etc.

Ceiling gas heater

Safe

Craftsman 3 1/2 hp 25 gallon air compressor

Water conditioning system

Garbage cans inside and outside

Soft Ice Cream Machine

Schedule A



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

TIM E. SHAW and  
DAWN L. SHAW,

Plaintiff

No. 2004-968-CD

vs.

HARRY SHEPLER and  
TRACI SHEPLER,

Defendants

**FILED**

FEB 10 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**CERTIFICATE OF SERVICE**

I, Peter F. Smith, Counsel for the Plaintiff in the above-captioned matter, being duly sworn according to law, depose and say that I sent Certified Mail to the Defendants and by First Class Mail, Postage Prepaid, a true and correct copy of the **NOTICE PURSUANT TO PA.R.C.P. 3129** and **SHERIFF'S SALE OF VALUABLE REAL ESTATE** on the following parties at the following addresses on February 3, 2005.

The U.S. Postal Forms 3800, 3811 and 3817 certifying this mailing is attached hereto and incorporated herein.

**CERTIFIED MAIL**

Harry Shepler  
P.O. Box 163  
Luthersburg, PA 15848

**CERTIFIED MAIL**

Traci Shepler  
P.O. Box 163  
Luthersburg, PA 15848

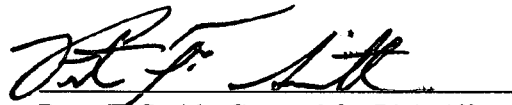
Tim E. Shaw  
2092 Jerry Run Road  
Clearfield, PA 16830

Dawn L. Shaw  
2092 Jerry Run Road  
Clearfield, PA 16830

David W. Amon  
P.O. Box 9  
Shawville, PA 16873

Sarah E. Amon  
P.O. Box 9  
Shawville, PA 16873

Clearfield Co. Tax Claim  
Clearfield Co. Annex Building  
230 East Market Street  
Clearfield, PA 16830



Peter F. Smith, Counsel for Plaintiff  
30 South Second Street, P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

**SWORN AND SUBSCRIBED**

before me this 3<sup>rd</sup> day of February, 2005.

Holly A. Bressler  
Notary Public

NOTARIAL SEAL  
HOLLY A. BRESSLER, Notary Public  
Clearfield Boro, Clearfield Co., PA  
My Commission Expires Sept. 12, 2006

## SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

HARRY SHEPLER  
P.O. BOX 163  
LUTHERSBURG, PA 15848

2. Article Number

(Transfer from service label)

7003 1680 0005 673

PS Form 3811, August 2001

Domestic Return Receipt

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

*Traci A. Shepler* ☒ Agent  
☒ Addressee

B. Received by (Printed Name)

Traci A. Shepler 2/6/15

C. Date of Delivery

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

3. Service Type

☒ Certified Mail☐ Registered☐ Insured Mail

4. Restricted Delivery?

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

LUTHERSBURG PA 15848

Postage \$ 0.37

Certified Fee \$2.30

Return Receipt Fee  
(Endorsement Required) \$1.75Restricted Delivery Fee  
(Endorsement Required) \$0.00

Total Postage &amp; Fees \$ 4.42

0830  
07 Postmark  
Here

02/03/2005

Sent To

HARRY SHEPLER

Street, Apt. No.,  
or PO Box No.

P.O. BOX 163

City, State, ZIP+4

LUTHERSBURG, PA 15848

PS Form 3800, June 2002

See Reverse for Instructions

## SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

TRACI SHEPLER  
P.O. BOX 163  
LUTHERSBURG, PA 15848

2. Article Number

(Transfer from service label)

7003 1680 0005 6732

PS Form 3811, August 2001

Domestic Return Receipt

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

*Traci A. Shepler* ☐ Agent  
☒ Addressee

B. Received by (Printed Name)

Traci A. Shepler 2/6/15

C. Date of Delivery

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

3. Service Type

☒ Certified Mail☐ Registered☐ Insured Mail

4. Restricted Delivery? (Extra)

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

LUTHERSBURG PA 15848

Postage \$ 0.37

Certified Fee \$2.30

Return Receipt Fee  
(Endorsement Required) \$1.75Restricted Delivery Fee  
(Endorsement Required) \$0.00

Total Postage &amp; Fees \$ 4.42

0830  
07 Postmark  
Here

02/03/2005

Sent To

TRACI SHEPLER

Street, Apt. No.,  
or PO Box No.

P.O. BOX 163

City, State, ZIP+4

LUTHERSBURG, PA 15848

PS Form 3800, June 2002

See Reverse for Instructions

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

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

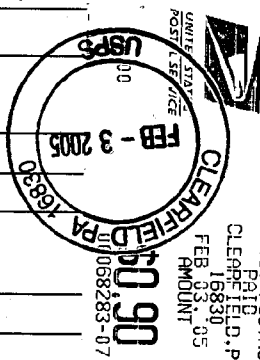
Received From:

PETER F. SMITH, ATTORNEY  
P.O. BOX 130  
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:

TIM E. SHAW  
2092 JERRY RUN ROAD  
CLEARFIELD, PA 16830

PS Form 3817, January 2001



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

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

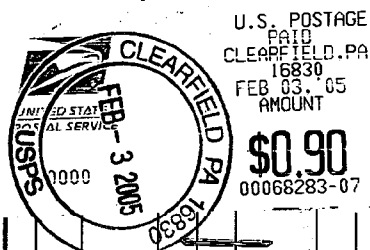
Received From:

PETER F. SMITH, ATTORNEY  
P.O. BOX 130  
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:

CLEARFIELD COUNTY TAX CLAIM BUREAU  
CLEARFIELD COUNTY ANNEX BUILDING  
230 EAST MARKET STREET  
CLEARFIELD, PA 16830

PS Form 3817, January 2001



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

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

Received From:

PETER F. SMITH, ATTORNEY  
P.O. BOX 130  
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:

SARAH E. AMON  
P.O. BOX 9  
SHAWVILLE, PA 16873

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

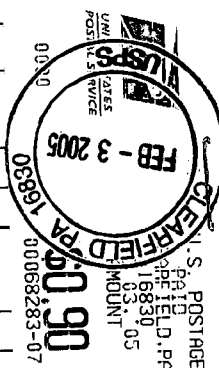
Received From:

PETER F. SMITH, ATTORNEY  
P.O. BOX 130  
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:

DAWN L. SHAW  
2092 JERRY RUN ROAD  
CLEARFIELD, PA 16830

PS Form 3817, January 2001



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

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

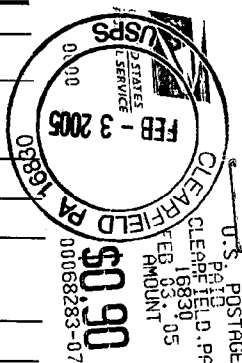
Received From:

PETER F. SMITH, ATTORNEY  
P.O. BOX 130  
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:

DAVID W. AMON  
P.O. BOX 9  
SHAWVILLE, PA 16873

PS Form 3817, January 2001



**FILED**

**FEB 10 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

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

TIM E. SHAW and  
DAWN L. SHAW,

Plaintiffs

vs.

HARRY SHEPLER and TRACI SHEPLER

Defendants

No. 2004-968-CD

**FILED**

0 11:41 AM 10/21/05

FEB 04 2005

William A. Shaw  
Prothonotary

**ORDER**

AND NOW this 1<sup>st</sup> day of February, 2005, upon consideration of Plaintiffs' Petition to Amend the Complaint, an Affidavit of Service indicating that certified copies of said Petition were served upon the Defendants, and the Defendants having not appeared at the date and time scheduled for hearing, it is,

ORDERED, ADJUGED and DECREED that the description of the real estate subject to this action which originally appeared in Paragraph 3 of the Complaint shall be deleted and replaced by the following:

**The real estate subject to this action is a commercial property known as "Shawville Dairy & Grill." It is located on State Route 879 in the Village of Shawville, Goshen Township, Clearfield County, Pennsylvania. It consists of a store building, and other improvements and fixtures. This property is also identified by Clearfield County Tax Map No. 115-M06-667-00015. The property is more particularly described by courses and distance as follows:**

**ALL that certain piece or parcel of land, together with all improvements and fixtures thereon, situate in Goshen Township, Clearfield County, Pennsylvania, bounded and described as follows:**

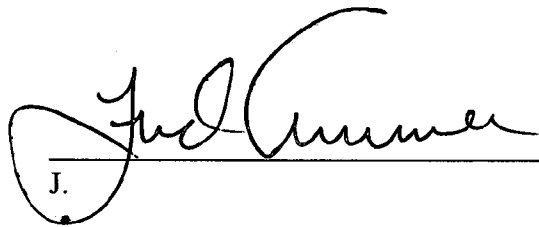
**BEGINNING at an iron pipe at the intersection of right-of-way lines Pa Route 970 and Pa Route 879; thence along said right-of-way line of Pa Route 879 South 67 degrees 41' 36" East, 305.58 feet to an iron pipe on edge of Trout Run; thence along a line, South 55 degrees 54' 54" West 83.39 feet to an iron pipe at the edge of Trout Run and Susquehanna River; thence**

along a line North 61 degrees 50' 41" West, 277.89 feet to an iron pipe on edge of said River and right-of-way line of Pa Route 970; thence along said right-of-way North 44 degrees 52' 55" East 45.00 feet to an iron pipe and place of beginning. Containing 0.38 acre.

BEING the same premises conveyed by Plaintiffs to David W. Amon and Sarah E. Amon by deed dated October 15, 2001 and recorded in Clearfield County Instrument Number 200116666.

The first and second Defendants subsequently conveyed these premises to Harry Shepler and Traci Shepler, the third and fourth Defendants by deed dated July 3, 2003 and recorded at Clearfield County Instrument Number 200311767.

By the Court,



A handwritten signature in cursive script, appearing to read "J. J. Cramer", is written over a horizontal line. The signature is enclosed within a large, loopy circular flourish on the left side. Below the signature, the letter "J." is printed.

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

TIM E. SHAW  
DAWN L. SHAW

Plaintiff

vs.

HARRY SHEPLER and  
TRACI SHEPLER,

Defendants

No. 2004-968-CD

**AFFIDAVIT OF SERVICE**

I, the undersigned, of C & D Investigations, P. O. Box 686, Clearfield, PA 16830, being duly sworn according to law, state that I served certified copies of Petition to Amend Complaint with completed Rule Returnable on HARRY SHEPLER as follows:

RECEIVED 1/30/05 1430  
x Harry E Shepler

and,

On TRACI SHEPLER as follows:

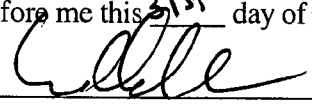
RECEIVED 1/30/05 1430  
x Traci Shepler

C & D INVESTIGATIONS

By: 

SWORN AND SUBSCRIBED

before me this 31<sup>ST</sup> day of JAN -, 2005.

  
Notary Public

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

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

TIM E. SHAW and  
DAWN L. SHAW,

Plaintiff

vs.

HARRY SHEPLER and  
TRACI SHEPLER,

Defendants

No. 2004-968-CD

**CERTIFICATE OF ADDRESS**

I, Peter F. Smith, attorney for Plaintiff, certify that to the best of my information, knowledge and belief, the correct name and address of the Plaintiff and last known address of the Defendants are:

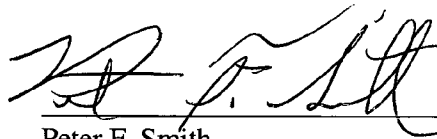
Plaintiff: Tim E. Shaw  
Dawn L. Shaw  
2092 Jerry Run Road  
Clearfield, PA 16830

Defendants: Harry Shepler  
P.O. Box 163  
Luthersburg, PA 15848

Traci Shepler  
P.O. Box 163  
Luthersburg, PA 15848

Date:

8/24/04



Peter F. Smith  
Attorney for Plaintiff

FILED <sup>no</sup>cc  
01/18/04  
SEP 08 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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

TIM E. SHAW and  
DAWN L. SHAW,

Plaintiff

No. 2004-968-CD

vs.

HARRY SHEPLER and  
TRACI SHEPLER,

Defendants

*2 OK*  
**FILED** *No CC*  
*01/18/04* *Atty pd. 20.00*  
SEP 08 2004 *Notice to*  
*each Def.*  
William A. Shaw  
Prothonotary/Clerk of Courts *Statement*  
*to Atty*  
*Smith*

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on August 10, 2004, I sent by First Class Mail, postage prepaid, the notice required by Pa.R.C.P. 237.1 of our intent to enter a default judgment against the Defendants. Attached hereto and incorporated herein is a true and correct copy of said Notice.

2. This Notice was sent to the Defendants at the following address:

Harry Shepler  
P.O. Box 163  
Luthersburg, PA 15848

Traci Shepler  
P.O. Box 163  
Luthersburg, PA 15848

3. More than ten days have elapsed since the mailing of said Notice, but Defendants are still in default of an Answer or other responsive pleading.

4. Please enter judgment in favor of the Plaintiff and against the Defendants in the amount of **\$116,654.23** plus interest and costs of suit.

|    |                                 |               |
|----|---------------------------------|---------------|
| a) | Balance                         | \$ 116,595.81 |
| b) | Late Charge                     | \$ 58.42      |
| c) | Interest accruing after 6/15/04 |               |

at \$22.360840 per day (to be added) \$ \_\_\_\_\_  
d) Costs of Suit (to be added) \$ \_\_\_\_\_  
e) Attorney's fees \$ \_\_\_\_\_

PRELIMINARY TOTAL \$116,654.23

FINAL TOTAL \$

Respectfully submitted:

Date: 8/24/04



Peter F. Smith, Esquire  
Attorney for Plaintiff

COPY

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

TIM E. SHAW and  
DAWN L. SHAW,

Plaintiff

vs.

HARRY SHEPLER and  
TRACI SHEPLER,

Defendants

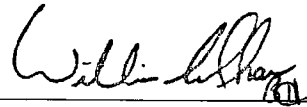
:  
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:  
:  
:

No. 2004-968-CD

Notice is given that a judgment has been entered of record in Clearfield County against Harry Shepler and Traci Shepler, Defendants, and in favor of the Plaintiff in the amount of \$116,654.23, plus interest and costs.

Prothonotary

By



9/18/04  
Deputy

Rule of Civil Procedure No. 236

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

COPY

Tim E. Shaw  
Dawn L. Shaw  
Plaintiff(s)

No.: 2004-00968-CD

Real Debt: \$116,654.23

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Harry Shepler  
Traci Shepler  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 8, 2004

Expires: September 8, 2009

Certified from the record this 8th day of September, 2004.

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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

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

TIM E. SHAW and  
DAWN L. SHAW,

Plaintiff

vs.

HARRY SHEPLER and  
TRACI SHEPLER,

Defendants

No. 2004-968-CD

**PRAECIPE**

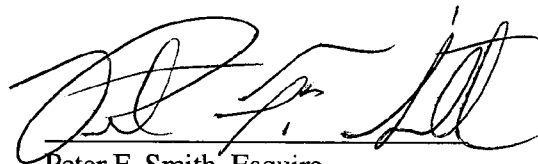
To: William A. Shaw, Sr., Clearfield County Prothonotary and  
Chester A. Hawkins, Clearfield County Sheriff

Dear Sirs:

On behalf of the Plaintiffs in the above-captioned matter I request that the Amended Schedule A which is attached hereto and incorporated herein by reference be substituted as a schedule to the Praecipe for Writ of Execution and to the Writ of Execution filed in this matter.

Respectfully submitted,

Dated: 9/22/04



Peter F. Smith, Esquire  
Attorney for Plaintiff  
30 South Second Street  
P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

**FILED**

01:51 PM  
SEP 22 2004

EGK  
ICC  
Atty Smith

William A. Shaw  
Prothonotary

**Amended  
Schedule A**

FILED

SEP 22 2004

William A. Shaw  
Prothonotary

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

TIM E. SHAW and  
DAWN L. SHAW,

Plaintiff

No. 2004-968-CD

vs.

HARRY SHEPLER and  
TRACI SHEPLER,

Defendants

**CERTIFICATE OF SERVICE**

I, Peter F. Smith, Counsel for the Plaintiff in the above-captioned matter, being duly sworn according to law, depose and say that I sent by First Class Mail, Postage Prepaid, a true and correct copy of the **NOTICE PURSUANT TO PA.R.C.P. 3129** and **SHERIFF'S SALE OF VALUABLE REAL ESTATE** on the following parties at the following addresses on January 4, 2005:

Harry Shepler  
P.O. Box 163  
Luthersburg, PA 15848

Traci Shepler  
P.O. Box 163  
Luthersburg, PA 15848

Tim E. Shaw  
Dawn L. Shaw  
2092 Jerry Run Road  
Clearfield, PA 16830

David W. Amon  
Sarah E. Amon  
P.O. Box 9  
Shawville, PA 16873

**FILED**

JAN 05 2005

0/10:00  
William A. Shaw

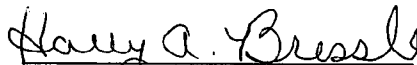
Prothonotary/Clerk of Courts

1 Cmt to Att



Peter F. Smith, Counsel for Plaintiff  
30 South Second Street, P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

SWORN AND SUBSCRIBED  
before me this 4th day of January, 2005.

  
Notary Public

NOTARIAL SEAL  
HOLLY A. BRESSLER, Notary Public  
Clearfield Boro, Clearfield Co., PA  
My Commission Expires Sept. 12, 2006

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

TIM E. SHAW and  
DAWN L. SHAW,

Plaintiff

No. 2004-968-CD

vs.

HARRY SHEPLER and  
TRACI SHEPLER,

Defendants

**CERTIFICATE OF SERVICE**

I, Peter F. Smith, Counsel for the Plaintiff in the above-captioned matter, being duly sworn according to law, depose and say that I sent by First Class Mail, Postage Prepaid, a true and correct copy of the **NOTICE PURSUANT TO PA.R.C.P. 3129** and **SHERIFF'S SALE OF VALUABLE REAL ESTATE** on the following parties at the following addresses on January 4, 2005:

Harry Shepler  
P.O. Box 163  
Luthersburg, PA 15848

Traci Shepler  
P.O. Box 163  
Luthersburg, PA 15848

Tim E. Shaw  
Dawn L. Shaw  
2092 Jerry Run Road  
Clearfield, PA 16830

David W. Amon  
Sarah E. Amon  
P.O. Box 9  
Shawville, PA 16873

**FILED**

JAN 05 2005

William A. Shaw

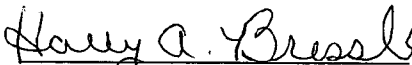
Prothonotary/Clerk of Courts

1 Cmt to Att



Peter F. Smith, Counsel for Plaintiff  
30 South Second Street, P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

SWORN AND SUBSCRIBED  
before me this 4th day of January, 2005.

  
Notary Public

NOTARIAL SEAL  
HOLLY A. BRESSLER, Notary Public  
Clearfield Boro, Clearfield Co., PA  
My Commission Expires Sept. 12, 2006

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

TIM E. SHAW and  
DAWN L. SHAW,

Plaintiffs

vs.

HARRY SHEPLER and TRACI SHEPLER  
Defendants

No. 2004-968-CD

Type of Case:  
**FORECLOSURE**

Type of Pleading:  
**PETITION TO AMEND COMPLAINT**

Filed on Behalf of:  
**PLAINTIFF**

Attorney for this party:  
**Peter F. Smith, Esquire**  
Supreme Court No. 34291  
30 South Second Street  
P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

<sup>UK</sup>  
**FILED**

01/31/08  
JAN 25 2005

7CC  
Atty Smith

William A. Shaw  
Prothonotary/Clerk of Courts

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

TIM E. SHAW and  
DAWN L. SHAW,

Plaintiffs

vs.

HARRY SHEPLER and TRACI SHEPLER

Defendants

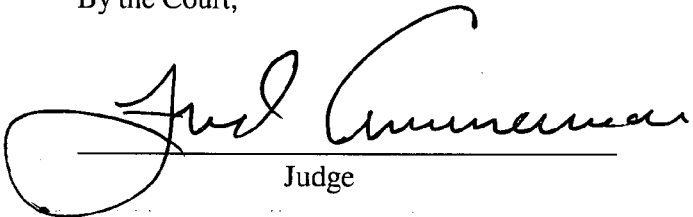
No. 2004-968-CD

**RULE**

AND NOW this 24 day of January, 2005, upon consideration of Plaintiff's  
Petition to Amend Complaint, a rule is entered upon Defendants to show cause, if any they may  
have, why said Motion should not be granted.

Argument on this Motion shall be conducted on February 1, 2005 at 9:00  
A.M. in Courtroom No. 1 in the Clearfield County Courthouse.

By the Court,

  
Judge

FILED 700  
01/31/05 08:02 Atty Smith  
JAN 25 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

TIM E. SHAW and  
DAWN L. SHAW,

Plaintiffs

vs.

HARRY SHEPLER and TRACI SHEPLER  
Defendants

No. 2004-968-CD

**PETITION TO AMEND COMPLAINT**

COMES NOW, the Plaintiffs, by their attorney, Peter F. Smith, who respectfully states:

1. This is an action in mortgage foreclosure which was instituted by Complaint filed on June 24, 2004.

2. Certified copies of the Complaint were served on the Defendants by the Clearfield County Sheriff on July 20, 2004.

3. The Defendants have not entered a defense nor has counsel entered an appearance on their behalf.

4. Plaintiff obtained a default judgment against the Defendants by Praecipe filed on September 8, 2004.

5. Sheriff Sale is scheduled for February 4, 2005 at 10:00 a.m.

6. Several days prior to the said scheduled sale a mistake was called to the attention of Plaintiff's counsel.

7. Unfortunately, the complaint describes the wrong **REAL ESTATE** subject to Plaintiff's mortgage.

8. A correct description of the real estate which should be properly subject to execution in this matter follows:

**The real estate subject to this action is a commercial property known as "Shawville Dairy & Grill." It is located on State Route 879 in the Village of Shawville, Goshen Township, Clearfield County, Pennsylvania. It consists of a store building, and other improvements and fixtures. This property is also identified by Clearfield County Tax Map No. 115-M06-667-00015. The property is more particularly described by courses and distance as follows:**

ALL that certain piece or parcel of land, together with all improvements and fixtures thereon, situate in Goshen Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pipe at the intersection of right-of-way lines Pa Route 970 and Pa Route 879; thence along said right-of-way line of Pa Route 879 South 67 degrees 41' 36" East, 305.58 feet to an iron pipe on edge of Trout Run; thence along a line, South 55 degrees 54' 54" West 83.39 feet to an iron pipe at the edge of Trout Run and Susquehanna River; thence along a line North 61 degrees 50' 41" West, 277.89 feet to an iron pipe on edge of said River and right-of-way line of Pa Route 970; thence along said right-of-way North 44 degrees 52' 55" East 45.00 feet to an iron pipe and place of beginning. Containing 0.38 acre.

BEING the same premises conveyed by Plaintiffs to David W. Amon and Sarah E. Amon by deed dated October 15, 2001 and recorded in Clearfield County Instrument Number 200116666.

The first and second Defendants subsequently conveyed these premises to Harry Shepler and Traci Shepler, the third and fourth Defendants by deed dated July 3, 2003 and recorded at Clearfield County Instrument Number 200311767.

WHEREFORE, Plaintiff prays this Honorable Court to enter an Order granting it permission to amend the Complaint by deleting the original description of the subject real estate which appears at paragraph 3 in the complaint and substituting the description stated at paragraph 8 above.

Respectfully submitted,

Dated:

1/25/05



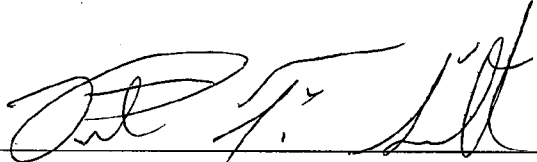
Peter F. Smith  
Attorney for Plaintiffs

### VERIFICATION

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

Dated: \_\_\_\_\_

1/25/05

  
\_\_\_\_\_  
Peter F. Smith, Esquire

over margin

FILED

JAN 25 2005

William A. Stary  
Prothonotary Clerk of Courts

PETER F. SMITH  
ATTORNEY

30 SOUTH SECOND STREET  
P.O. BOX 130  
CLEARFIELD, PA. 16830

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

TIM E. SHAW  
DAWN L. SHAW

Plaintiff

vs.

HARRY SHEPLER and  
TRACI SHEPLER,

Defendants

No. 2004-968-CD

**AFFIDAVIT OF SERVICE**

I, the undersigned, of C & D Investigations, P. O. Box 686, Clearfield, PA 16830, being duly sworn according to law, state that I served certified copies of Petition to Amend Complaint with completed Rule Returnable on HARRY SHEPLER as follows:

RECEIVED 1/30/05 1430  
x Harry E Shepler

and,


On TRACI SHEPLER as follows:

RECEIVED 1/30/05 1430  
x Traci Shepler

C & D INVESTIGATIONS

By: 

SWORN AND SUBSCRIBED  
before me this 31<sup>st</sup> day of Jan., 2005.

  
Notary Public

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

FILED<sup>64</sup>  
018:51661 NO CC  
FEB 01 2005

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20005  
NO: 04-968-CD

PLAINTIFF: TIM E. SHAW AND DAWN L. SHAW  
vs.  
DEFENDANT: HARRY SHEPLER AND TRACI SHEPLER

Execution REAL ESATE/PERSONAL PROPERTY

SHERIFF RETURN

---

DATE RECEIVED WRIT: 09/08/2004

LEVY TAKEN 11/30/2004 @ 1:15 PM

POSTED 12/02/2004 @ 2:30 PM

SALE HELD 03/04/2005

SOLD TO TIM E. SHAW AND DAWN L. SHAW, HUSBAND AND WIFE, as tenants by the entireties

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 05/02/2005

DATE DEED FILED 05/03/2005

PROPERTY ADDRESS 18792 SHAWVILLE CROFT HIGHWAY SHAWVILLE , PA 16873

SEE ATTACHED SHEETS FOR SERVICE INFORMATION

CP FILED  
018:30.61  
MAY 04 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 20005  
NO: 04-968-CD

PLAINTIFF: TIM E. SHAW AND DAWN L. SHAW  
vs.  
DEFENDANT: HARRY SHEPLER AND TRACI SHEPLER

Execution REAL ESATE/PERSONAL PROPERTY

**SHERIFF RETURN**

**SERVICES**

12/02/2004 @ 2:30 PM SERVED HARRY SHEPLER

SERVED, HARRY SHEPLER, DEFENDANT, AT HIS RESIDENCE P. O. BOX 163 A/K/A 475 CABIN ROAD, LUTHERSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TRACI SHEPLER, WIFE/DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY, ALSO PP WRIT AND LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

12/02/2004 @ 2:30 PM SERVED TRACI SHEPLER

SERVED TRACI SHEPLER, DEFENDANT, AT HER RESIDENCE P. O. BOX 163 A/K/A 475 CABIN ROAD, LUTHERSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GRACI SHEPLER

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY ALSO PP WRIT AND LVEVYAND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

NOW, 11/30/2004 AT 01:15 PM O'CLOCK LEVIED THE PERSONAL PROPERTY OF THE DEFENDANTS.

@ SERVED

NOW, DECEMBER 8, 2004 @ 08:43 AM O'CLOCK POSTED THE PERSONAL PROPERTY OF THE DEFENDANTS

12/02/2004 @ 2:30 PM SERVED HARRY SHEPLER

SERVED HARRY SHEPLER, DEFENDANT, AT HIS RESIDENCE P. O. BOX 163 A/K/A 475 CABIN ROAD, LUTHERSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TRACI SHEPLER WIFE/DEFENDANT

A NOTICE OF SALE OF PERSONAL PROPERTY

12/02/2004 @ 2:30 PM SERVED TRACI SHEPLER

SERVED TRACI SHEPLER, DEFENDANT, AT HER RESIDENCE P. O. BOX 163 A/K/A 475 CABIN ROAD, LUTHERSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TRACI SHEPLER

A NOTICE OF SALE OF PERSONAL PROPERTY.

@ SERVED

NOW, FEBRUARY 4, 2005 @ 1:30 P.M. O'CLOCK SOLD THE PERSONAL PROPERTY OF THE DEFENDANTS TO THE PLAINTIFF FOR \$1.00 (ONE) + COSTS.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20005  
NO: 04-968-CD

PLAINTIFF: TIM E. SHAW AND DAWN L. SHAW

vs.

DEFENDANT: HARRY SHEPLER AND TRACI SHEPLER

Execution REAL ESATE/PERSONAL PROPERTY

SHERIFF RETURN

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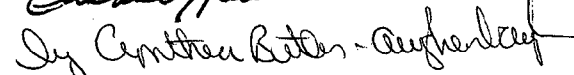
SHERIFF HAWKINS \$345.17

SURCHARGE PAID BY ATTORNEY

Sworn to Before Me This

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

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

TIM E. SHAW and  
DAWN L. SHAW,

Plaintiff

vs.

HARRY SHEPLER and  
TRACI SHEPLER,

Defendants

No. 2004-968-CD

**WRIT OF EXECUTION  
NOTICE**

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 also 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; and, (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 to prove your exemptions, you may lose some of your property.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE 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  
Corner of Second and Market Streets  
Clearfield, PA 16830  
(814) 765-2641

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

TIM E. SHAW and  
DAWN L. SHAW,

Plaintiff

vs.

HARRY SHEPLER and  
TRACI SHEPLER,

Defendants

No. 2004-968-CD

**WRIT OF EXECUTION**

Commonwealth of Pennsylvania/County of Clearfield  
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's commission against the Defendants above:

1. You are directed to levy upon the real estate owned by the Defendants as follows and sell their interest therein:

The parcel of real estate subject to this action is a commercial property known as "Shawville Dairy & Grill." It is located on State Route 879 in the Village of Shawville, Goshen Township, Clearfield County, Pennsylvania. It contains of a store building, and other improvements and fixtures. This property is also identified by Clearfield County Tax Map No. 115-M06-667-00015 and is more particularly described as follows:

**ALL that certain piece or parcel of real estate situate in Goshen Township, Clearfield County, Pennsylvania, bounded and described as follows:**

**BEGINNING** at a post corner of an alley and Woodland Road, in the Woolridge-Wrigley & Son plot of lots adjoining the Borough of Clearfield, which plot is recorded at Clearfield in Miscellaneous Book "R", Page 407; thence by Woodland Road North eighty-four (84) degrees thirty (30) minutes East (the map says twenty-one (21) minutes East) ninety (90) feet to a post corner of Lot No. 36 in the Woolridge-Wrigley & Son plot of lots; thence by line of Lot No. 36 South seventeen (17) degrees forty-three (43) minutes West one hundred sixty-four and nine tenths (164.9) feet to an alley; thence by the line of said alley North eighty-seven (87) degrees eighteen (18) minutes West ninety (90) feet to post corner of another alley; thence by line of the last mentioned alley North twenty-one (21) degrees thirty (30) minutes East one hundred fifty-two and nine tenths (152.9) feet to post on Woodland Road and place of beginning.

BEING the same premises conveyed by Plaintiffs to David W. Amon and Sarah E. Amon by deed dated October 15, 2001 and recorded in Clearfield County Instrument Number 200116666.

The first and second Defendants subsequently conveyed these premises to Harry Shepler and Traci Shepler, the third and fourth Defendants by deed dated July 3, 2003 and recorded at Clearfield County Instrument Number 200311767.

Together with the TRADE FIXTURES listed on Schedule A which is attached hereto and incorporated by reference.

3. Amounts due:

|    |   |              |
|----|---|--------------|
| a) | Balance   | \$116,595.81 |
| b) | Late Charge   | \$ 58.42     |
| c) | Interest accruing after<br>06/15/04 at \$22.360840 per day<br>(to be added) | \$ _____     |
| d) | Costs of suit (to be added)   | \$ _____     |
| e) | Attorney's fees   | \$ _____     |

PRELIMINARY TOTAL \$116,654.23

Prothonotary Costs \$ 125.00

FINAL TOTAL \$

\_\_\_\_\_  
Prothonotary

By: William L. [Signature] 9/18/04

Deputy

Received September 8, 2004 @ 3:30 P.M.

Chester A. Kaufman

By Cynthia Butler Aughenbaugh

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

TIM E. SHAW and  
DAWN L. SHAW,

Plaintiff

vs.

HARRY SHEPLER and  
TRACI SHEPLER,

Defendants

No. 2004-968-CD

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which had been levied upon,

(a) I desire that my \$300.00 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 \$300.00 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 hearing should be given to me at:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

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

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

\_\_\_\_\_  
Defendant

**THIS CLAIM TO BE FILED WITH  
THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY**

Clearfield County Sheriff  
Clearfield County Courthouse  
Corner of Second and Market Streets  
Clearfield, PA 16830

## **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 retirements funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

## Trade Fixtures for the Shawville Store

Cigarette Holder

Tables, booths & chairs for customers

Candy racks and all other shelving

Deli case

Coffee Table

Glass Deli Refrigerator Case

Handmade Display Counter

Chest Freezer

Cash Register

Grill/Stove/Oven with Exhaust hood

Deep fryer

Pizza Oven & all accessories

Shelving for groceries

2 Lamp warmer

Hobart Meat Slicer

TEC Scale

Hamilton Beach Milkshake mixer

Microwave Oven

~~Hobart Commercial Toaster~~ (removed)

Regular toaster

SECO Steamer with 3 containers

Eagle Steamer with 2 containers

Toaster oven

Veeder Root Gas Monitoring system

All Kitchenware, tableware (napkin holders, salt & pepper shakers)

Including pans, bowls, dishes, plates, silverware, etc.

Ceiling gas heater

Safe

Craftsman 3 1/2 hp 25 gallon air compressor

Water conditioning system

Garbage cans inside and outside

~~Soft Ice Cream Machine~~ (removed)

Arrow Sign (added)

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME HARRY SHEPLER

NO. 04-968-CD

NOW, March 04, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on March 04, 2005, I exposed the within described real estate of Harry Shepler And Traci Shepler to public venue or outcry at which time and place I sold the same to PETER S. SMITH he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

|                   |       |
|-------------------|-------|
| RDR               | 15.00 |
| SERVICE           | 15.00 |
| MILEAGE           | 12.75 |
| LEVY              | 15.00 |
| MILEAGE           | 4.50  |
| POSTING           | 15.00 |
| CSDS              | 10.00 |
| COMMISSION        | 0.00  |
| 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     | 12.75 |
| ADD'L LEVY        |       |
| BID AMOUNT        | 1.00  |
| RETURNS/DEPUTIZE  |       |
| COPIES            | 10.00 |
|                   | 5.00  |
| BILLING/PHONE/FAX | 5.00  |
| CONTINUED SALES   | 20.00 |
| MISCELLANEOUS     |       |

**TOTAL SHERIFF COSTS                    \$245.44**

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

|                               |            |
|-------------------------------|------------|
| DEBT-AMOUNT DUE               | 116,695.81 |
| INTEREST @ 22.3600 %          | 5,858.32   |
| FROM 06/15/2004 TO 03/04/2005 |            |

|                          |       |
|--------------------------|-------|
| PROTH SATISFACTION       |       |
| LATE CHARGES AND FEES    | 58.42 |
| COST OF SUIT-TO BE ADDED |       |
| FORECLOSURE FEES         |       |
| ATTORNEY COMMISSION      |       |
| REFUND OF ADVANCE        |       |
| REFUND OF SURCHARGE      |       |
| SATISFACTION FEE         |       |
| ESCROW DEFICIENCY        |       |
| PROPERTY INSPECTIONS     |       |
| INTEREST                 |       |
| MISCELLANEOUS            |       |

**TOTAL DEBT AND INTEREST                    \$122,612.55**

**COSTS:**

|                     |          |
|---------------------|----------|
| ADVERTISING         | 383.46   |
| TAXES - COLLECTOR   | 245.49   |
| TAXES - TAX CLAIM   | 1,220.73 |
| DUE                 |          |
| LIEN SEARCH         | 100.00   |
| ACKNOWLEDGEMENT     | 5.00     |
| DEED COSTS          | 29.00    |
| SHERIFF COSTS       | 245.44   |
| LEGAL JOURNAL COSTS | 232.00   |
| PROTHONOTARY        | 125.00   |
| MORTGAGE SEARCH     | 40.00    |
| MUNICIPAL LIEN      |          |

**TOTAL COSTS                                    \$2,626.12**

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

## PERSONAL PROPERTY

### SCHEDULE OF DISTRIBUTION

NAME: SHEPLER NO. 04-968-CD

NOW, February 4, 2005, by virtue of the writ hereunto attached, after having given due and legal Notice of the time and place of sale, by handbills posted on the premises, setting forth the time and place of sale, I sold on the 4TH day of February-05 the defendant's personal property for and made the following appropriations.

#### SHERIFF COSTS:

|                            |              |
|----------------------------|--------------|
| RDR                        | 9.00         |
| SERVICE                    | 9.00         |
| MILEAGE                    | 12.75        |
| LEVY                       | 20.00        |
| MILEAGE                    | 4.50         |
| POSTING                    | 9.00         |
| HANDBILLS                  | 10.00        |
| COMMISSION                 |              |
| UNABLE TO LEVY (9.00)      |              |
| POSTAGE                    | 1.48         |
| ADD'L SERVICE              | 9.00         |
| ADD'L MILEAGE-DEPUTIZE     |              |
| ADD'L POSTING              |              |
| COPIES/BILLING             | 15.00        |
| BID                        |              |
| RETURN OF INTERROGATORIES  |              |
| PHONE CALLS                |              |
| ADJOURNED SALE             |              |
| <b>TOTAL SHERIFF COSTS</b> | <b>99.73</b> |

#### DEBT & INTEREST

|                                  |             |
|----------------------------------|-------------|
| DEBT                             |             |
| INTEREST FROM 7/19/04            |             |
| <b>TOTAL DEBT &amp; INTEREST</b> | <b>0.00</b> |

#### COSTS:

|                       |       |
|-----------------------|-------|
| ATTORNEY PAID         |       |
| ATTORNEY FEES         |       |
| COSTS TO PROTHONOTARY |       |
| SHERIFF'S COSTS       | 99.73 |
| REFUND OF ADVANCE     |       |
| REFUND OF SURCHARGE   |       |

|                      |  |
|----------------------|--|
| COSTS                |  |
| OTHER COSTS-PREVIOUS |  |

|                    |              |
|--------------------|--------------|
| <b>TOTAL COSTS</b> | <b>99.73</b> |
|--------------------|--------------|

|                             |              |
|-----------------------------|--------------|
| <b>TOTAL DEBT AND COSTS</b> | <b>99.73</b> |
|-----------------------------|--------------|

COMMISSION 2% ON THE FIRST \$100,000.00 AND 1/2% ON ALL OVER THAT. 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**

PETER F. SMITH  
ATTORNEY  
30 SOUTH SECOND STREET  
P.O. BOX 130  
CLEARFIELD, PENNSYLVANIA 16830

(814) 765-5595  
FAX (814) 765-6662

E-mail  
pfsatty@uplink.net

January 25, 2005

HAND DELIVER  
Chester A. Hawkins  
Clearfield County Sheriff  
Clearfield County Courthouse  
Clearfield, PA 16830

Re: Shaw vs. Shepler  
Clearfield County Docket No. 2004-968-CD

Dear Sheriff Hawkins:

The real estate subject to this foreclosure action is scheduled for sale by your office next Friday, February 4, 2005 at 10:00 a.m. A mistake in the description of the subject real estate has been called to my attention. It must be re-advertised.

Consequently I request that the sale be continued until March 4, 2005.

Please note that sale of equipment and other personal property at this same docket number is also scheduled for next Friday at 1:30 p.m. This sale should be conducted as planned. I do not want the sale of the equipment and personal property continued. Many thanks.

Sincerely,



Peter F. Smith

PFS/jac

cc: Tim E. & Dawn L. Shaw  
Stephen Casey Bowers, Esquire  
Barbara J. Hugney-Shope, Esquire