



Farmers National Bank of Emlenton,  
Plaintiff,

vs.

Donna B. Shoemaker, Deceased, and  
The Estate of Donna B. Shoemaker, per  
the Administrator Gail A. Kalgren, and  
Gail A. Kalgren, Heir, and  
Richard D. Shoemaker, Jr., Heir, and  
Jeffrey R. Shoemaker, Heir,  
Defendants.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

No. 04-1000-CD

TYPE OF PLEADING:  
Complaint in Mortgage Foreclosure

FILED ON BEHALF OF:  
Farmers National Bank of Emlenton,  
Plaintiff

COUNSEL OF RECORD  
Lynn, King & Schreffler, P.C.  
Michael W. Sloat, Esq.  
I.D. No. 89076  
606 Main Street, Box 99  
Emlenton, PA 16373  
(724) 867-5921

Aug. 9, 2004 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
Deputy Prothonotary

FILED  
m/2:43 PM  
JUN 30 2004  
Atty Sloat  
pd. 85.00  
3 cc Shff  
William A. Shaw  
Prothonotary/Clerk of Courts

Farmers National Bank of Emlenton	:	IN THE COURT OF COMMON PLEAS
Plaintiff,	:	CLEARFIELD COUNTY, PENNSYLVANIA
vs.	:	
	:	CIVIL ACTION- LAW
Donna B. Shoemaker, Deceased, and	:	
The Estate of Donna B. Shoemaker, per	:	
the Administrator Gail A. Kalgren, and	:	No.
Gail A. Kalgren, Heir, and	:	
Richard D. Shoemaker, Jr., Heir, and	:	
Jeffrey R. Shoemaker, Heir,	:	
Defendants.	:	

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW, comes the Plaintiff, the Farmers National Bank of Emlenton, by and through its attorneys, Lynn, King & Schreffler, P.C., per Michael W. Sloat, Esq., and files this Complaint in Mortgage Foreclosure, whereof the following is a statement:

1. The Plaintiff is Farmers National Bank of Emlenton (hereinafter referred to as "Plaintiff"), a national banking association organized and existing under and by virtue of the laws of the United States of America, having its principal office at 612 Main Street, Drawer D, Emlenton, Venango County, Pennsylvania 16373.
2. The Defendant, Donna B. Shoemaker, deceased, (hereinafter "Defendant Shoemaker" died on February 6, 2004 and an Estate was open for her on March 15, 2004 at No. 1704-0160, naming her daughter Gail A. Kalgren as Administrator of the Estate, (hereinafter referred to as "Defendant"), Defendant Shoemaker was an adult individual whose last known address was RR #1, Box 43, Penfield, Pennsylvania 15849.
3. Defendant Shoemaker died intestate and was survived by Defendant Gail A. Kalgren, as heir, by Defendant Richard D. Shoemaker, Jr., as heir and by Jeffrey R. Shoemaker, as heir. Defendants Gail A. Kalgren, as heir, Richard D. Shoemaker, as heir, and Jeffrey R. Shoemaker are named as Defendants to this action as per Pa.R.C.P. 1144(a).

4. In 1987, upon her husband's death, Defendant Shoemaker became sole owner of a certain parcel of property she jointly owned with her husband located in the Township of Huston, Clearfield County, Pennsylvania, as is more specifically described by deed dated the 10<sup>th</sup> day of April, 1967, and recorded in the Clearfield County Recorder's Office, Clearfield County, Record Book Volume 529, Page 215, under date of April 24, 1967, a true and correct copy of which is attached hereto, marked as Exhibit "A" and incorporated by reference herein.
5. The Defendant Shoemaker is obligor to the Plaintiff, by virtue of certain promises and agreements made on the 12<sup>th</sup> day of August, 1996, in DuBois, County of Clearfield, Commonwealth of Pennsylvania.
6. The certain promises and agreements between the Plaintiff and the Defendant Shoemaker was reduced to writing in the form of a Note, a true and correct copy of which is attached hereto, marked as Exhibit "B" and incorporated by reference herein.
7. In said Note, Exhibit "B", Defendant Shoemaker promised to pay a debt to the Plaintiff in the amount of \$43,500.00, in regular monthly installments of \$422.01, beginning on the 1<sup>st</sup> day of October, 1996, and continuing on the 1<sup>st</sup> day of each and every month consecutively ensuing, until the debt was repaid, except that any remaining indebtedness, if not paid sooner, was due and payable on September 1, 2011.
8. The said Note, Exhibit "B", is secured by a Mortgage on the above-described property which is recorded in the Clearfield County Recorder's Office, Clearfield County, Pennsylvania, in Record Book Volume 1780, Page 348, under date of August 14, 1996, a true and correct copy of which is attached hereto, marked as Exhibit "C", and incorporated by reference herein.
9. The Mortgage is in default because the Defendant failed to make the required monthly payments of \$422.01 for the month of November, 2003, through the date of this Complaint, whereby, the whole balance of principal and interest due thereon has been accelerated and become due and payable forthwith together with late charges, costs of collection, title search fees and reasonable attorney's fees.
10. Despite repeated requests, the Defendant has not cured the default.

11. By reason of said default, the following sums are due Plaintiff:

Principal Balance	\$ 25,704.00
Interest through 2/04/04 (\$5.6454 per diem)	365.12
Late charges as of 2/04/04 4% per month (\$13.40)	108.12
Reasonable Attorney's Fees at 10% of amount owed	2,617.72
TOTAL	<u>\$ 28,794.96</u>

Plus interest and late charges from February 4, 2004, through the date of judgment, costs and reasonable attorney's fees in the amount of 10% thereof.

12. Plaintiff has complied fully with Act No. 91, [35 P.S. §1680.401(c)], of the 1983 Session of the General Assembly ("Act 91"), as amended, of the Commonwealth of Pennsylvania, by mailing to Defendant Shoemaker at RR #1, Box 43, Penfield, PA 15849-9709, the required Act 91 notices, by certified and regular first class mail, and the applicable time periods have expired, a true and correct copy of which notice is attached hereto, marked as Exhibit "D", and incorporated by reference herein.
13. The aforescribed notice more particularly set forth in paragraph 12 hereof as unclaimed by the Defendant, as evidenced by the receipt for certified mail and domestic return receipt attached hereto, marked Exhibit "E" and incorporated by reference herein. The notice that was sent by regular United States Mail was not returned.

WHEREFORE, the Plaintiff prays this Honorable Court enter judgment against the Defendant for foreclosure and sale of the mortgaged property and for judgment against the Defendant in the amount of \$28,794.96, together with interest and late charges from February 4, 2004, costs, reasonable attorney's fees, and all other amounts advanced by Plaintiff.

LYNN, KING & SCHREFFLER, P.C.:



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Michael W. Sloat, Esquire  
Attorney for Plaintiff

Farmers National Bank of Emlenton  
Plaintiff,

vs.

Donna B. Shoemaker, Deceased, and  
The Estate of Donna B. Shoemaker, per  
the Administrator Gail A. Kalgren, and  
Gail A. Kalgren, Heir, and  
Richard D. Shoemaker, Jr., Heir, and  
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Defendants.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

No.

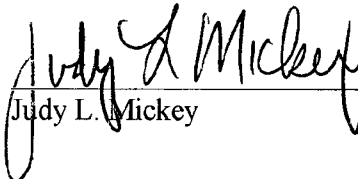
**VERIFICATION**

COMMONWEALTH OF PENNSYLVANIA

SS.

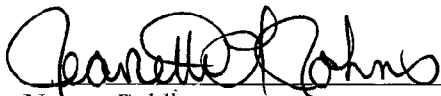
COUNTY OF VENANGO

I, Judy L. Mickey, being duly sworn according to law, depose and say that I am the  
Collection Manager of Farmers National Bank of Emlenton, Plaintiff in the above captioned action,  
and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best  
of my knowledge, information and belief.

  
Judy L. Mickey

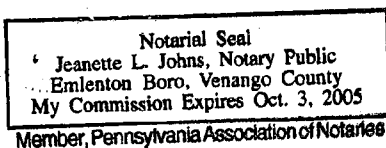
Sworn and subscribed before me

this 29<sup>th</sup> day of June, 2004.



Notary Public

My Commission Expires:



529 215

# This Deed,

Made the Tenth (10th) day of April in the year  
of our Lord one thousand nine hundred sixty-seven (1967)

Between W.H. SHOEMAKER and MARY SHOEMAKER, husband and wife, of  
Huston Township, Clearfield County, Pennsylvania, hereinafter  
called the

Grantors,

and RICHARD SHOEMAKER and DONNA SHOEMAKER, husband and wife, of  
Huston Township, Clearfield County, Pennsylvania, hereinafter  
called the

Grantees:

Witnesseth, that in consideration of ONE & 00/100 (\$1.00) Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby  
grant and convey to the said grantees, ALL that certain piece or parcel of  
land situate in Huston Township, Clearfield County, Pennsylvania,  
bounded and described as follows, to wit:

BEGINNING at a point on a township road, being the  
boundary between lands of the grantors and lands of  
John Marshall; thence in an easterly direction along  
land of John Marshall two hundred (200) feet to a point;  
thence in a northerly direction, in a line parallel at  
all times with the aforementioned township road, a  
distance of two hundred fifty (250) feet to a point;  
thence in a westerly direction along other lands of  
the grantors, and parallel with the southerly boundary  
line of the tract herein described, a distance of  
two hundred (200) feet to the said township road; thence  
in a southerly direction along the said township road  
two hundred (200) feet more or less to a point and  
place of beginning.

BEING part of the same premises which became vested  
in Grantors by deed of Warry Shoemaker, et al dated  
June 20, 1934 and recorded in Clearfield County Deed  
Book 322, page 214. The grantees herein are the son  
and daughter-in-law of the grantors herein.

SUBJECT to existing reservations for minerals and coal  
as set forth in prior deeds.

EXHIBIT

A

# NOTE

August 12, 1996 Du Bois, Pennsylvania  
[City] [State]  
R.D. # 1, Box 43, Penfield, Pennsylvania 15849  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$43,500.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is **PEOPLES SAVINGS BANK, PaSA**. 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 8.25%.

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 1st day of each month beginning on October 1, 1996. 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 September 1, 2011, 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 Peoples Savings Bank, 17 West Long Avenue, Du Bois, PA 15801 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. \$422.01.

## 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 4% 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.

MULTISTATE FIXED RATE NOTE—Single

EXHIBIT

"B"

FORM INSTRUMENT

Form 3200 12/83



## 8. 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.

Donna Shoemaker

(Seal)  
Borrower

.....(Seal)  
Borrower

.....(Seal)  
Borrower

[Sign Original Only]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 12, 1986. The mortgagor is DONNA SHOEMAKER ("Borrower"). This Security Instrument is given to PEOPLES SAVINGS BANK, which is organized and existing under the laws of Pennsylvania, and whose address is 17 West Long Avenue, Du Bois, Pennsylvania 15801 ("Lender"). Borrower owes Lender the principal sum of Forty-three Thousand Five Hundred and 00/100-- Dollars (U.S. \$ 43,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . . . . . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania:

**THE FIRST THEREOF:** ALL that certain lot, piece or parcel of land, situate, lying and being in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEING part of a larger tract known as the Reynolds lands and being the North part of Lot No. 9, in a certain division or survey of said Reynolds lands, made by Thomas Ross, Esquire, in November 1849 and beginning at the Northeast corner of this tract, and being the Northwest corner of State forest lands; thence along State forest lands South 6 degrees 30 minutes West, 1195.8 feet to land of John Marshall; thence along John Marshall North 84 degrees 00 minutes West 850.5 feet to a point; thence along same South 39 degrees 59 minutes West, 1295.8 feet to land now or formerly of J. V. Hammond; thence along said Hammond North 7 degrees 18 minutes East 1055.5 feet; thence North 14 degrees 26 minutes West, 697.0 feet to the center of township road 401; thence along the center of road 401 by a curve to the right, the chord of which is North 40 degrees 48 minutes West, 236.3 feet to a point; thence along the same North 2 degrees 33 minutes East 412.1 feet to land of Harry L. Mowrey; thence along Mowrey and other South 83 degrees 30 minutes East, 2001.3 feet to the place of beginning. CONTAINING 49.92 acres more or less.

EXCEPTING AND RESERVING HOWEVER, from this conveyance to Mary Shoemaker, former Grantor, her heirs and assigns, that piece or parcel described as follows, to wit:

BEGINNING at a point located North 32 degrees 08 minutes West, 465.0 feet along township road 401 from corner of tract of which this was a part ; thence along center of road 401 North 29 degrees 17 minutes West, 255.0 feet; thence South 88 degrees 11 minutes East, 290.0 feet; thence South 32 degrees 08 minutes East 162.3 feet; thence South 73 degrees 14 minutes West, 262.7 feet to the place of beginning. CONTAINING 7.50 acres more or less.

(Continued)

which has the address of R.D. # 1, Box 43 Penfield, Pennsylvania 15849 ("Property Address");

**ALSO EXCEPTING AND RESERVING** unto former grantor, the right to use water from the spring on the above premises, hereby conveyed, for the purpose of furnishing water as now used, in the dwelling house situate upon the parcel excepted and reserved in this conveyance.

**SUBJECT** only to such reservations as were set forth in former deeds of conveyance.

**BEING** the same premises which became vested in Richard Shoemaker and Donna Shoemaker, Mortgagor herein, as husband and wife, by deed of Mary Shoemaker, dated October 18, 1977 and recorded in Clearfield County Deed Book 766, page 500. The said Richard Shoemaker having died March 25, 1987, title vested in Donna Shoemaker, Mortgagor herein, by operation of law.

**ALSO EXCEPTING AND RESERVING** all that certain piece or parcel of land conveyed to Charles H. McGranor and Sherri L. McGranor by deed of Donna Shoemaker dated March 15, 1993 and recorded in Clearfield County Deed Book 1522, page 491, bounded and described as follows, to wit:

**BEGINNING** at a corner post located 400 feet from the center of Township Route 401; thence South 83 degrees 30 minutes East a distance of 212 feet to a point; thence South 7 degrees 18 minutes West a distance of 212 feet to a point; thence North 88 degrees 11 minutes West a distance of 212 feet to a point; thence North 7 degrees 18 minutes East a distance of 212 feet to a corner post and place of beginning.

**SUBJECT** to existing reservations for minerals and coal as set forth in prior deeds.

Grantor does further grant to Grantees, their heirs and assigns, an easement and right, use and privilege to draw water from a spring located on the adjoining property of Grantor so that the Grantees, their heirs and assigns may enjoy the use of such water from said spring as they may need on their premises.

Grantor does further grant to Grantees, their heirs and assigns, a right-of-way over the existing road running from Township Route 401 to the property herein conveyed for the purpose of ingress and egress to the property hereby conveyed, said right of way to be in common with the Grantor, her heirs and assigns, with the maintenance of said right of way to be at the sole expense of the Grantees, their heirs and assigns.

With respect to the water rights herein conveyed, Grantees shall also be permitted to construct, install, maintain, inspect, operate, repair, remove and replace at Grantees' expense the facilities necessary to maintain water service from the spring to the Grantees' property. Upon completion of such construction or

maintenance to the said water facilities, Grantees shall restore the property of the Grantor, her heirs and assigns, to its prior condition. Grantor makes no guarantees or representation as to the quality and quantity of the water contained within the said spring.

**ALSO EXCEPTING AND RESERVING** all that certain piece or parcel of land conveyed to Richard Shoemaker and Donna Shoemaker by deed of W. H. Shoemaker, et ux., dated April 10, 1967 and recorded in Clearfield County Deed Book 529, page 215, bounded and described as follows, to wit:

*House*  
**BEGINNING** at a point in a township road, being the boundary between lands of the grantors and lands of John Marshall; thence in an Easterly direction along land of John Marshall, 200 feet to a point; thence in a Northerly direction in a line parallel at all times with the aforementioned township road, a distance of 250 feet to a point; thence in a Westerly direction along other lands of the grantors, and parallel with the Southerly boundary line of the tract herein described, a distance of 200 feet to the said township road; thence in a Southerly direction along the said township road 200 feet more or less to a point and place of beginning.

**SUBJECT** to existing reservations for minerals and coal as set forth in prior deeds.

**ALSO EXCEPTING AND RESERVING** all that certain piece or parcel of land conveyed to Douglas E. Kalgren and Gail A. Kalgren by deed of Richard Shoemaker and Donna Shoemaker, dated September 18, 1980 and recorded in Clearfield County Deed Book 803, page 020, bounded and described as follows to wit:

**BEGINNING** at the Southeast corner of a piece or parcel of land, conveyed by deed dated December 1, 1980 to Randy Shoemaker, et ux; thence North 7 degrees 18 minutes East, along the line of said land conveyed to Randy Shoemaker, et ux, a distance of 165 feet to a point at other lands of the Grantors herein, of which this was formerly a part; thence South 88 degrees 11 minutes East, still along other lands of the Grantors herein of which this was formerly a part a distance of 200 feet to a point; thence South 7 degrees 18 minutes West still along other lands of the Grantors of which this was formerly a part, a distance of 165 feet to a point; thence North 88 degrees 11 minutes West, still along other lands of the Grantors of which this was formerly a part, a distance of 200 feet to a point and the place of beginning.

**SUBJECT** only to such reservations as set forth in former deeds of conveyance.

ALSO EXCEPTING AND RESERVING all that certain piece or parcel of land conveyed to Randy Shoemaker and Tracey Shoemaker by Deed of Richard Shoemaker and Donna Shoemaker dated December 1, 1980 and recorded in Clearfield County Deed Book 807, page 353, bounded and described as follows, to wit:

BEGINNING at the Southwest corner of lands heretofore conveyed by Richard Shoemaker, et ux. to Douglas Kalgren, et ux, said point being North 29 degrees, 17 minutes West, 185 feet from the Northwest corner of 1.2 acre tract of Mary Shoemaker; thence North 7 degrees 18 minutes East, along the Western line of said land conveyed to Douglas Kalgren, et ux., a distance of 165 feet to a pin; thence North 88 degrees 11 minutes West, along other lands of Richard Shoemaker, et ux., a distance of 176 feet; thence still along other lands of Richard Shoemaker, et ux., South 7 degrees 18 minutes West, a distance of 165 feet to a point in the centerline of Township Road 401; thence South 88 degrees 11 minutes East, a distance of 176 feet to a pin, and the place of beginning. CONTAINING .67 acres more or less.

SUBJECT only to such reservations as set forth in former deeds of conveyance.

ALSO EXCEPTING AND RESERVING all that certain piece or parcel of land conveyed to Thomas Brennan and Dorothy Brennan by deed of Donna Shoemaker dated May 10, 1993 and recorded in Clearfield County Deed Book 1532, page 345, bounded and described as follows, to wit:

BEGINNING in the center of Township Road 401 at Northwest corner of Donna Shoemaker land; thence along land now or formerly of H. L. Mowrey South 83 degrees 30 minutes East 216 feet; thence by residue of Donna Shoemaker land South 2 degrees 33 minutes West 313 feet; thence following along center of a road South 49 degrees 15 minutes West 114 feet and by a curve to the left the chord of which is South 9 degrees 45 minutes West 63 feet; thence by residue of Donna Shoemaker land South 44 degrees 00 minutes West 81 feet; thence following along center of Township Road 401 by a curve to the right and the chord of which is North 28 degrees 25 minutes West 136 feet and North 2 degrees 33 minutes East 412 feet to the place of beginning. CONTAINING 2.0 acres.

SUBJECT to existing reservations for minerals and coal as set forth in prior deeds.

Grantor does further grant to Grantees, theirs and assigns, a right-of-way over the existing road running from Township Route 401 to the property herein conveyed for the purpose of ingress and egress to the property hereby conveyed, said right of way to be in common with Grantor, her heirs and assigns, and also in common with Charles H. McGranor, et ux., pursuant to the grant contained in the

deed dated March 15, 1993 from the present Grantor to said McGranors and recorded in Clearfield County Deed & Record Book 1522, page 491.

Grantees, their heirs and assigns, shall be solely responsible for the maintenance of said right-of-way from the McGranor tract to the tract herein conveyed. Further, Grantees, their heirs and assigns, shall not in any manner obstruct passage upon that road bordering the southeast side of the tract herein conveyed.

THE SECOND THEREOF: ALL that certain lot, piece or parcel of land, situate, lying and being in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in a township road, being the boundary between lands of the grantors and lands of John Marshall; thence in an Easterly direction along land of John Marshall, 200 feet to a point; thence in a Northerly direction in a line parallel at all times with the aforementioned township road, a distance of 250 feet to a point; thence in a Westerly direction along other lands of the grantors, and parallel with the Southerly boundary line of the tract herein described, a distance of 200 feet to the said township road; thence in a Southerly direction along the said township road 200 feet more or less to a point and place of beginning.

SUBJECT to existing reservations for minerals and coal as set forth in prior deeds.

BEING the same premises which became vested in Richard Shoemaker, also known as Richard D. Shoemaker, Sr., and Donna Shoemaker by Deed of W. H. Shoemaker, et. ux., dated April 10, 1967, and recorded in Clearfield County Deed Book 529, page 215. The said Richard Shoemaker having died March 24, 1987, title vested in Donna Shoemaker, Mortgagor herein, by operation of law.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

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

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of

proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

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

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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

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

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

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

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

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



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

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

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

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

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

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

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

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

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

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

[Check applicable box(es)]

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

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

Witnesses:

*Christin D. Cutler*

*Donna Shoemaker* (Seal)  
Donna Shoemaker —Borrower

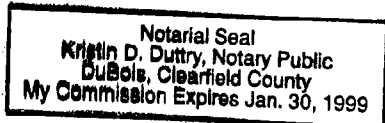
(Seal)  
—Borrower

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:  
 On this, the 12th day of August, 1996, before me, a notary public the undersigned officer, personally appeared Donna Shoemaker

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

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

My Commission expires:



*Kristin D. Duttry*  
 Notary Public  
 Title of Officer

I certify that the precise place of business of the within named Mortgagee is 17 West Long Avenue, Du Bois, Pennsylvania 15801

*Christopher E. McDermott, Esquire*

RECORDED in the Office for Recording of Deeds in and for  
 in Mortgage Book No. Page &c.  
 Date Recorder

Number

Page

**Mortgage**

From

DONNA SHOEMAKER

To

PEOPLES SAVINGS BANK

Amount \$ 43,500.00

Premises R.D. # 1, Box 43  
 Penfield, PA 15849

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



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

CLEARFIELD COUNTY  
 ENTERED OF RECORD  
 TIME 9:50 am 8-14-96  
 BY Blakley & Jones  
 FEES 25.50  
 Karen L. Starck, Recorder

# Farmers National Bank

Drawer D • Emlenton, PENNSYLVANIA 16373  
Phone 724-867-2311 / Fax: 724-867-1614



December 1, 2003

Donna B Shoemaker  
Rr 1 Box 43  
Penfield, PA 15849-9709

In re: Notice of Intention to Foreclose Mortgage

Dear Ms. Shoemaker:

Please find enclosed an "ACT 91 - NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE".

Please read this notice very carefully. We also recommend that you obtain legal counsel in order to more fully advise you of your rights.

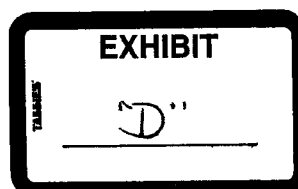
Please give this matter your prompt attention.

Cordially,

Judy L. Winters  
Asset Recovery Manager

Enc.1: Notice  
Certified Mail: 7002 3150 0005 4577 5052  
cc: First Class Mail

SERVING THIS AREA...FROM THIS AREA



Date: 12/01/03

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

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

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

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

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

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

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

HOMEOWNER'S NAME(S)

Donna B Shoemaker

PROPERTY ADDRESS:

RR 1 Box 43  
Penfield, PA 15849

LOAN ACCOUNT NO.:

115011382

ORIGINAL LENDER:

Peoples Savings

CURRENT LENDER / SERVICER:

Farmers National Bank

## **HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located at: RR 1 Box 43  
Penfield, PA 15849

IS SERIOUSLY IN DEFAULT because:

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

Months: October, November & December  
Amount Past Due: \$1,150.73

Other charges (explain/itemize):

Principal: \$539.90  
Late Charges: \$81.26  
Total Interest Due: \$529.57

**TOTAL AMOUNT PAST DUE:**

\$1,150.73

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

**HOW TO CURE THE DEFAULT** -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1150.73, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECAME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Farmers National Bank  
612 Main Street, Drawer D  
Emlenton, PA 16373

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

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 3 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

<b><u>Name of Lender:</u></b>	Farmers National Bank
<b><u>Address:</u></b>	612 Main Street, Emlenton, PA 16373
<b><u>Phone Number:</u></b>	(724) 867-2311
<b><u>Fax Number:</u></b>	(724) 867-1614
<b><u>Contact Person:</u></b>	Judy L. Winters

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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



## CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

### ALLEGHENY COUNTY

Pennsylvania Housing Finance Agency  
Marcia Hess  
2275 Swallow Hill Road, Building 200  
Pittsburgh, PA 15220  
2933  
Telephone: (412) 429-2842  
Fax: (412) 429-2835

Credit Counselors of PA  
401 Wood Street, Suite 906  
Pittsburgh, PA 15222  
Telephone: (412) 338-9954 or (800) 737-  
Fax: (412) 338-9963

Action Housing, Inc.  
425 6<sup>th</sup> Avenue, Suite 9550  
Pittsburgh, PA 15219  
Telephone: (412) 391-1956 or  
(412) 281-2102 or (800) 792-2801  
Fax: (412) 391-4512

Community Action Southwest  
22 West High Street  
Waynesburg, PA 15370  
Telephone: (724) 852-2893

CCCS of Western Pennsylvania, Inc.  
309 Smithfield Street  
Pittsburgh, PA 15222  
Telephone: (412) 471-7584

Housing Opportunities  
133 Seventh Street  
McKeesport, PA 15132  
Telephone: (412) 664-1906  
Fax: (412) 664-0873

Urban League of Pittsburgh  
Bldg. For Equal Opportunity  
One Smithfield Street  
Pittsburgh, PA 15222-2222  
Telephone: (412) 227-4802  
Fax: (412) 261-5207

Mon-Valley Unemployed Committee  
120 East 9<sup>th</sup> Avenue  
Homestead, PA 15120  
Telephone: (412) 462-9962

### ARMSTRONG COUNTY

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

Indiana County Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
Telephone: (724) 465-2657  
Fax: (724) 465-5118

Credit Counselors of PA  
401 Wood Street, Suite 906  
Pittsburgh, PA 15222  
Telephone: (412) 338-9954 or (800) 338-2933  
Fax: (412) 338-9963

## **BUTLER COUNTY**

Action Housing, Inc.  
425 6<sup>th</sup> Avenue, Suite 950  
Pittsburgh, PA 15219  
Telephone: (412) 391-1956  
Fax: (412) 391-4512

CCCS of Western PA  
YMCA Building  
339 North Washington Street  
Butler, PA 16001  
Telephone: (724) 282-7812

Housing Opportunities, Inc.  
650 Corporate Street, Suite 207  
McKeesport, PA 15132  
Telephone: (412) 664-1590  
Fax: (412) 664-0873

Mon-Valley Unemployed Committee  
120 East 9<sup>th</sup> Avenue  
Homestead, PA 15120  
Telephone: (412) 462-9962  
Fax: (412) 462-9964

Housing Opportunities, Inc.  
133 Seventh Street  
P.O. Box 9  
McKeesport, PA 15134  
Telephone: (412) 664-1906  
Fax: (412) 664-0873

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

## **CLARION COUNTY**

CCCS of Western Pennsylvania, Inc.  
YMCA Building  
339 North Washington Street  
Butler, PA 16001  
Telephone: (724) 282-7812

## **CLEARFIELD COUNTY**

Keystone Economic Development Corporation  
Program  
1954 Mary Grace Lane  
Johnstown, PA 15901  
Telephone: (814) 535-6556  
Fax: (814) 539-1688

Indiana Co. Community Action  
827 Water Street, Box 187  
Indiana, PA 15701  
Telephone: (724) 465-2657  
Fax: (412) 465-5118

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

CCCS of Northeastern PA  
1631 South Atherton Street, Suite 100  
State College, PA 16801  
Telephone: (814) 238-3668  
Fax: (814) 238-3669

### **ELK COUNTY**

John F. Kennedy Center, Inc.  
Corp  
2021 East 20<sup>th</sup> Street  
Erie, PA 16510  
Telephone: (814) 898-0400  
Fax: (814) 898-1243

Northern Tier Community Action  
P.O. Box 389, 135 West 4<sup>th</sup> Street  
Emporium, PA 15834  
Telephone: (814) 486-1161  
Fax: (814) 486-0825

### **FOREST COUNTY**

Warren-Forrest Counties Economic Opportunity Council  
204 Liberty Street, Post Office Box 547  
Warren, PA 16365  
Telephone: (814) 726-2400  
Fax: (814) 723-0510

### **JEFFERSON COUNTY**

John F. Kennedy Center, Inc.  
Inc.  
2021 East 20<sup>th</sup> Street  
Erie, PA 16510  
Telephone: (814) 898-0400  
Fax: (814) 898-1243

CCCS of Western Pennsylvania,  
YMCA Building  
339 North Washington Street  
Butler, PA 16001  
Telephone: (724) 282-7812

Indiana County Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
Telephone: (724) 465-2657  
Fax: (412) 465-5118

### **MERCER COUNTY**

Shenango Valley Urban League, Inc.  
Inc.  
601 Indiana Avenue  
Farrell, PA 16121  
Telephone: (724) 981-5310

CCCS of Western Pennsylvania,  
YMCA Building  
339 North Washington Street  
Butler, PA 16001  
Telephone: (724) 282-7812

**VENANGO COUNTY**

Greater Erie Community Action Committee  
18 West 19<sup>th</sup> Street  
Erie, PA 16501  
Telephone: (814) 459-4581  
Fax: (814) 456-0161

John F. Kennedy Center, Inc.  
2021 East 20<sup>th</sup> Street  
Erie, PA 16510  
Telephone: (814) 898-0400  
Fax: (814) 898-1243

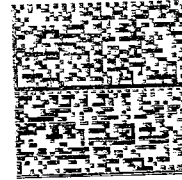
CCCS of Western Pennsylvania, Inc.  
YMCA Building  
339 North Washington Street  
Butler, PA 16001  
Telephone: (412) 282-7812

NATIONAL BANK  
DRAWER D  
**ers National Bank**  
312 MAIN STREET • P.O. DRAWER D  
EMLENTON, PENNSYLVANIA 16373

**CERTIFIED MAIL™**



7002 3150 0005 4577 5052



HASLER

\$4.65

DEC 02 2003

US POSTAGE

FIRST CLASS

MAILED FROM 16373

011A0413000593

No. 12-29  
1st Notice 1-03  
2nd Notice 1-13  
Return 1-13

DONNA B. SHOEMAKER  
RR 1, BOX 43  
PENFIELD, PA 15849-9709



**UNCLAIMED**

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

**RTS**  
RETURN TO SENDER

PS Form 3800, June 2002 See Reverse for Instructions

Donna B Shoemaker  
RR 1 Box 43  
Penfield PA 15849-9709

Postmark: EMLENTON PA 16373 DEC 02 2003

Postage \$ 4.65  
Certified Fee 2.30  
Return Receipt Fee 1.75  
Restricted Delivery Fee  
Endorsement Required

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

**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

7002 3150 0005 4577 5052

EXHIBIT

"E"

**FILED**

**JUN 30 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

FARMERS NATIONAL BANK OF EMLENTON

VS.

SHOEMAKER, DONNA B. , deceased et al

Sheriff Docket # 15888

04-1000-CD

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW JULY 22, 2004 AT 11:10 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GAIL A. KALGREN, DEFENDANT AT RESIDENCE, 2789 HICKORY ROAD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO GAIL KALGREN 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 AUGUST 2, 2004 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO RICHARD D. SHOEMAKER, JR., DEFENDANT.

NOW JUNE 30, 2004, PETER DEFAZIO, SHERIFF OF ALLEGHENY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JEFFREY R. SHOEMAKER, DEFENDANT.

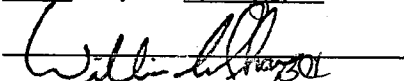
NOW JULY 12 2004 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE BY DEPUTIZING THE SHERIFF OF ALLEGHENY COUNTY. THE RETURN OF SHERIFF DEFAZIO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "MOVED".

**Return Costs**

Cost	Description
64.00	SHERIFF HAWKINS PAID BY: ATT CK# 18592
30.00	SURCHARGE PAID BY: ATTY CK# 18593
50.00	ALLEGHENY CO. SHFF. PAID BY: ATTY
3.00	SHEILA O'BRIEN, NOTARY PAID BY; ATTY.

Sworn to Before Me This

2<sup>nd</sup> Day Of August 2004



WILLIAM A. SHAW

Prothonotary

My Commission Expires

1st Monday in Jan. 2006

Clearfield Co., Clearfield, PA

So Answers,

  
Chester A. Hawkins

Sheriff

**FILED**

013:00 AM  
AUG 02 2004

  
William A. Shaw

Prothonotary/Clerk of Courts

FW

75748

PETER R. DEFAZIO  
Sheriff

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET  
PITTSBURGH, PA 15219-2496  
PHONE (412) 350-4700

DENNIS SKOSNIK  
Chief Deputy

PLAINTIFF FARMERS NATIONAL BANK

VS.

DEFT. Donna B. Shoemaker Deceased

ADD. DEFT. SERVE: JEFFREY R. SHOEMAKER

ADD. DEFT. 3294 Babcock Blvd.

GARNISHEE Pittsburgh, Pa.

ADDRESS \_\_\_\_\_

MUNICIPALITY or CITY WARD \_\_\_\_\_

ATTY. Lynn, King & Schreffler

DATE: \_\_\_\_\_ 19 \_\_\_\_\_

ADDRESS P0 Box 99, 606 Main St.

ATTY'S Phone 724-867-5921

Emlenton, Pa. 16373

CASE# 04-1000-CD

EXPIRES 7/30/04

☐ SUMMONS/PRAECIPE

☐ SEIZURE OR POSSESSION

☒ NOTICE AND COMPLAINT

☐ REVIVAL of SCI FA

☐ INTERROGATORIES

☐ EXECUTION - LEVY OR GARNISHEE

☐ OTHER \_\_\_\_\_

INDICATE TYPE OF SERVICE: ☐ PERSONAL ☐ PERSON IN CHARGE ☒ DEPUTIZE ☐ CERT. MAIL ☐ POSTED ☐ OTHER ☐ LEVY ☐ SEIZED & STORE

Now, June 30, 2004 at 9:30 I, SHERIFF OF ALLEGHENY COUNTY, PA do hereby deputize the Sheriff of

ALLEGHENY COUNTY

County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person or attachment without liability on the part of such deputy herein for any loss, destruction or removal of any property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: \_\_\_\_\_

MAKE

MODEL

MOTOR NUMBER

SERIAL NUMBER

LICENSE NUMBER

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY AND RETURN that on the 12th day of July, 1904 at 9:30 o'clock A.M./P.M. Address Above/Address Below. County of Allegheny, Pennsylvania

I have served in the manner described below:

☐ Defendant(s) personally served.

☐ Adult family member with whom said Defendant(s) reside(s). Name & Relationship \_\_\_\_\_

☐ Adult in charge of Defendant's residence who refused to give name or relationship.

☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).

☐ Agent or person in charge of Defendant(s) office or usual place of business.

☐ Other \_\_\_\_\_

☐ Property Posted

Defendant not found because: ☒ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other \_\_\_\_\_

☐ Certified Mail ☐ Receipt \_\_\_\_\_ ☐ Envelope Returned \_\_\_\_\_ ☐ Neither receipt or envelope returned: writ expired

☐ Regular Mail Why \_\_\_\_\_

Sheila R. O'Brien  
COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Sheila R. O'Brien, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires June 19, 2008

Member, Pennsylvania Association of Notaries

You are hereby notified that on \_\_\_\_\_, 19\_\_\_\_, levy was made in the case of \_\_\_\_\_  
Possession/Sale has been set for \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_\_ o'clock.

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS 7/7/04 7/9/04  
LC 320P

PETER R. DEFAZIO Sheriff

By JERRY E. HANLON SR.  
ALLEGHENY CO. Deputy  
SHERIFFS DEPARTMENT

District \_\_\_\_\_

Additional Costs Due \$ \_\_\_\_\_, This is placed  
on writ when returned to Prothonotary. Please check before  
satisfying case.

White Copy - Sheriff

Yellow - Sheriff

Pink Copy - Attorney



PETER R. DEFAZIO  
Sheriff

**ALLEGHENY COUNTY SHERIFF'S DEPARTMENT**

436 GRANT STREET  
PITTSBURGH, PA 15219-2496  
PHONE (412) 350-4700

DENNIS SKOSNIK  
Chief Deputy

PLAINTIFF FARMERS NATIONAL BANK

VS.

DEFT. Donna B. Shoemaker Dedeased

ADD. DEFT. SERVE: JEFFREY R. SHOEMAKER

ADD. DEFT. 3294 Babcock Blvd.

GARNISHEE Pittsburgh, Pa.

ADDRESS \_\_\_\_\_

MUNICIPALITY or CITY WARD \_\_\_\_\_

ATTY. Lynn, King & Schreffler

DATE: \_\_\_\_\_ 19 \_\_\_\_\_

ADDRESS PO Box 99, 606 Main St.

ATTY'S Phone 724-867-5921

Emlenton, Pa. 16373

CASE# 04-1000-CD

EXPIRES 7/30/04

☐ SUMMONS/PRAECIPE

☐ SEIZURE OR POSSESSION

☒ NOTICE AND COMPLAINT

☐ REVIVAL of SCI FA

☐ INTERROGATORIES

☐ EXECUTION - LEVY OR GARNISHEE

☐ OTHER \_\_\_\_\_

INDICATE TYPE OF SERVICE: ☐ PERSONAL ☐ PERSON IN CHARGE ☒ DEPUTIZE ☐ CERT. MAIL ☐ POSTED ☐ OTHER ☐ LEVY ☐ SEIZED & STORE

Now, June 30, 2004 at 9:30 I, SHERIFF OF ALLEGHENY COUNTY, PA do hereby deputize the Sheriff of

ALLEGHENY COUNTY

County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person or attachment without liability on the part of such deputy herein for any loss, destruction or removal of any property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: \_\_\_\_\_

MAKE

MODEL

MOTOR NUMBER

SERIAL NUMBER

LICENSE NUMBER

**SHERIFF'S OFFICE USE ONLY**

I hereby CERTIFY AND RETURN that on the 12/15 day of July, 19 04 at 9:30 o'clock A.M./P.M. Address Above/Address Below. County of Allegheny, Pennsylvania

I have served in the manner described below:

☐ Defendant(s) personally served.

☐ Adult family member with whom said Defendant(s) reside(s). Name & Relationship \_\_\_\_\_

☐ Adult in charge of Defendant's residence who refused to give name or relationship.

☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).

☐ Agent or person in charge of Defendant(s) office or usual place of business.

☐ Other \_\_\_\_\_

☐ Property Posted

Defendant not found because: ☒ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other \_\_\_\_\_

☐ Certified Mail ☐ Receipt ☐ Envelope Returned ☐ Neither receipt or envelope returned: writ expired

☐ Regular Mail Why \_\_\_\_\_

You are hereby notified that on \_\_\_\_\_, 19\_\_\_\_\_, levy was made in the case of \_\_\_\_\_  
Possession/Sale has been set for \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock.

**YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.**

ATTEMPTS 7/7/04, 7/9/04

**PETER R. DEFAZIO, Sheriff**

By JERRY E. HANLON SR.

ALLEGHENY CO. Deputy  
SHERIFFS DEPARTMENT

District \_\_\_\_\_

Additional Costs Due \$ \_\_\_\_\_ This is placed  
on writ when returned to Prothonotary. Please check before  
satisfying case.

White Copy - Sheriff

Yellow - Sheriff

Pink Copy - Attorney



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915

ROBERT SNYDER  
CHIEF DEPUTY

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 15888

FARMERS NATIONAL BANK

TERM & NO. 04-1000-CD

VS

DOCUMENT TO BE SERVED:

COMPLAINT IN MORTGAGE FORECLOSURE

DONNA B. SHOEMAKER, Deceased

SERVE BY: 07/30/2004

**MAKE REFUND PAYABLE TO:**

LYNN, KING & SCHREFFLER, P.C.

SERVE: JEFFREY R. SHOEMAKER

ADDRESS: 3294 BABCOCK BLVD., PITTSBURGH, PA.

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of  
CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF  
ALLEGHENY COUNTY, Pennsylvania to execute this writ. This  
Deputation being made at the request and risk of the Plaintiff this 30th Day of  
JUNE 2004

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

FARMERS NATIONAL BANK  
OF EMLENTON,

Plaintiff,

VS.

Donna B. Shoemaker, Deceased, and  
The Estate of Donna B. Shoemaker, per  
the Administrator Gail A. Kalgren, and  
Gail A. Kalgren, Heir, and  
Richard D. Shoemaker, Jr., Heir, and  
Jeffrey R. Shoemaker, Heir,

Defendants.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW


No.

**INSTRUCTIONS TO THE ALLEGHENY COUNTY SHERIFF**

Dear Sheriff:

Please serve a Complaint in Mortgage Foreclosure upon the Defendant, Jeffrey R Shoemaker at his place of residence located at 3294 Babcock Blvd., Pittsburgh PA. Please find enclosed herein a check made payable to your order in the amount of \$50.00 for service of the same, and a self-addressed, stamped envelope for return of the Certificate of Service. Thank you for your cooperation in this matter. If you should have any questions, please do not hesitate to contact my office.

LYNN, KING & SCHREFFLER, P.C.:



Michael W. Sloat, Esquire  
Attorney for Plaintiff

I.D. No. 89076

P.O. Box 99, 606 Main Street

Emlenton, PA 16373

(724) 867-5921

Farmers National Bank of Emlenton,  
Plaintiff,

vs.

Donna B. Shoemaker, Deceased, and  
The Estate of Donna B. Shoemaker, per  
the Administrator Gail A. Kalgren, and  
Gail A. Kalgren, Heir, and  
Richard D. Shoemaker, Jr., Heir, and  
Jeffrey R. Shoemaker, Heir,  
Defendants.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

No. 04-1000-CD

TYPE OF PLEADING:  
Complaint in Mortgage Foreclosure

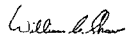
FILED ON BEHALF OF:  
Farmers National Bank of Emlenton,  
Plaintiff

COUNSEL OF RECORD  
Lynn, King & Schreffler, P.C.  
Michael W. Sloat, Esq.  
I.D. No. 89076  
606 Main Street, Box 99  
Emlenton, PA 16373  
(724) 867-5921

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

JUN 30 2004

Attest.

  
Prothonotary/  
Clerk of Courts

Farmers National Bank of Emlenton  
Plaintiff,  
vs.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

Donna B. Shoemaker, Deceased, and  
The Estate of Donna B. Shoemaker, per  
the Administrator Gail A. Kalgren, and  
Gail A. Kalgren, Heir, and  
Richard D. Shoemaker, Jr., Heir, and  
Jeffrey R. Shoemaker, Heir,  
Defendants.

No.

**NOTICE TO DEFEND AND CLAIM RIGHTS**

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 Plaintiff. You may lose money or property or other rights important to you.

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

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641 ext. 32

LYNN, KING & SCHREFFLER, P.C.  
Michael W. Sloat, Esquire  
I.D. No. 89076  
P.O. Box 99, 606 Main Street  
Emlenton, PA 16373

4. In 1987, upon her husband's death, Defendant Shoemaker became sole owner of a certain

Farmers National Bank of Emlenton	:	IN THE COURT OF COMMON PLEAS
Plaintiff,	:	CLEARFIELD COUNTY, PENNSYLVANIA
vs.	:	
	:	CIVIL ACTION- LAW
Donna B. Shoemaker, Deceased, and	:	
The Estate of Donna B. Shoemaker, per	:	
the Administrator Gail A. Kalgren, and	:	No.
Gail A. Kalgren, Heir, and	:	
Richard D. Shoemaker, Jr., Heir, and	:	
Jeffrey R. Shoemaker, Heir,	:	
Defendants.	:	

### COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff, the Farmers National Bank of Emlenton, by and through its attorneys, Lynn, King & Schreffler, P.C., per Michael W. Sloat, Esq., and files this Complaint in Mortgage Foreclosure, whereof the following is a statement:

1. The Plaintiff is Farmers National Bank of Emlenton (hereinafter referred to as "Plaintiff"), a national banking association organized and existing under and by virtue of the laws of the United States of America, having its principal office at 612 Main Street, Drawer D, Emlenton, Venango County, Pennsylvania 16373.
2. The Defendant, Donna B. Shoemaker, deceased, (hereinafter "Defendant Shoemaker" died on February 6, 2004 and an Estate was open for her on March 15, 2004 at No. 1704-0160, naming her daughter Gail A. Kalgren as Administrator of the Estate, (hereinafter referred to as "Defendant"), Defendant Shoemaker was an adult individual whose last known address was RR #1, Box 43, Penfield, Pennsylvania 15849.
3. Defendant Shoemaker died intestate and was survived by Defendant Gail A. Kalgren, as heir, by Defendant Richard D. Shoemaker, Jr., as heir and by Jeffrey R. Shoemaker, as heir. Defendants Gail A. Kalgren, as heir, Richard D. Shoemaker, as heir, and Jeffrey R. Shoemaker are named as Defendants to this action as per Pa.R.C.P. 1144(a).

11. By reason of said default, the following sums are due Plaintiff:

Principal Balance	\$ 25,704.00
Interest through 2/04/04 (\$5.6454 per diem)	365.12
Late charges as of 2/04/04 4% per month (\$13.40)	108.12
Reasonable Attorney's Fees at 10% of amount owed	2,617.72
TOTAL	<u>\$ 28,794.96</u>

Plus interest and late charges from February 4, 2004, through the date of judgment, costs and reasonable attorney's fees in the amount of 10% thereof.

12. Plaintiff has complied fully with Act No. 91, [35 P.S. §1680.401(c)], of the 1983 Session of the General Assembly ("Act 91"), as amended, of the Commonwealth of Pennsylvania, by mailing to Defendant Shoemaker at RR #1, Box 43, Penfield, PA 15849-9709, the required Act 91 notices, by certified and regular first class mail, and the applicable time periods have expired, a true and correct copy of which notice is attached hereto, marked as Exhibit "D", and incorporated by reference herein.
13. The aforescribed notice more particularly set forth in paragraph 12 hereof as unclaimed by the Defendant, as evidenced by the receipt for certified mail and domestic return receipt attached hereto, marked Exhibit "E" and incorporated by reference herein. The notice that was sent by regular United States Mail was not returned.

WHEREFORE, the Plaintiff prays this Honorable Court enter judgment against the Defendant for foreclosure and sale of the mortgaged property and for judgment against the Defendant in the amount of \$28,794.96, together with interest and late charges from February 4, 2004, costs, reasonable attorney's fees, and all other amounts advanced by Plaintiff.

LYNN, KING & SCHREFFLER, P.C.:



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Michael W. Sloat, Esquire  
Attorney for Plaintiff

Farmers National Bank of Emlenton  
Plaintiff,

vs.

Donna B. Shoemaker, Deceased, and  
The Estate of Donna B. Shoemaker, per  
the Administrator Gail A. Kalgren, and  
Gail A. Kalgren, Heir, and  
Richard D. Shoemaker, Jr., Heir, and  
Jeffrey R. Shoemaker, Heir,  
Defendants.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

No.

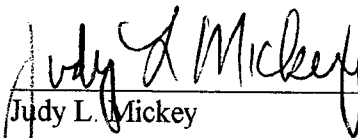
**VERIFICATION**

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF VENANGO

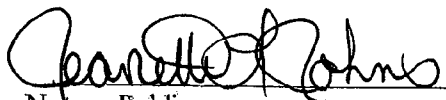
SS.

I, Judy L. Mickey, being duly sworn according to law, depose and say that I am the  
Collection Manager of Farmers National Bank of Emlenton, Plaintiff in the above captioned action,  
and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best  
of my knowledge, information and belief.

  
Judy L. Mickey

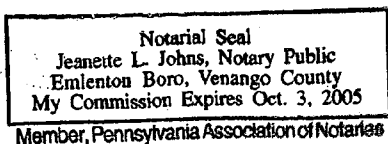
Sworn and subscribed before me

this 29<sup>th</sup> day of June, 2004.



Notary Public

My Commission Expires:





529 215

# This Deed,

Made the Tenth (10th) day of April in the year  
of our Lord one thousand nine hundred sixty-seven (1967)

Between W.H. SHOEMAKER and MARY SHOEMAKER, husband and wife, of  
Huston Township, Clearfield County, Pennsylvania, hereinafter  
called the

Grantors,

and RICHARD SHOEMAKER and DONNA SHOEMAKER, husband and wife, of  
Huston Township, Clearfield County, Pennsylvania, hereinafter  
called the

Grantee:

Witnesseth, that in consideration of ONE & 00/100 (\$1.00) Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby  
grant and convey to the said grantee, ALL that certain piece or parcel of  
land situate in Huston Township, Clearfield County, Pennsylvania,  
bounded and described as follows, to wit:

BEGINNING at a point on a township road, being the  
boundary between lands of the grantors and lands of  
John Marshall; thence in an easterly direction along  
land of John Marshall two hundred (200) feet to a point;  
thence in a northerly direction, in a line parallel at  
all times with the aforementioned township road, a  
sitance of two hundred fifty (250) feet to a point;  
thence in a westerly direction along other lands of  
the grantors, and parallel with the southerly boundary  
line of the tract herein described, a distance of  
two hundred (200) feet to the said township road; thence  
in a southerly direction along the said township road  
two hundred (200) feet more or less to a point and  
place of beginning.

BEING part of the same premises which became vested  
in Grantors by deed of Warry Shoemaker, et al dated  
June 20, 1934 and recorded in Clearfield County Deed  
Book 322, page 214. The grantees herein are the son  
and daughter-in-law of the grantors herein.

SUBJECT to existing reservations for minerals and coal  
as set forth in prior deeds.



## NOTE

August 12, 1996 Du Bois, Pennsylvania  
(City) (State)  
R.D. # 1, Box 43, Penfield, Pennsylvania 15849  
(Property Address)

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 43,500.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is **PEOPLES SAVINGS BANK, PaSA**. 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 8.25%.

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 1st day of each month beginning on October 1, 1996. 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 September 1, 2011, 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 Peoples Savings Bank, 17 West Long Avenue, Du Bois, PA 15801 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. \$422.01.

### 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 4% 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.



## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 12, 1986. The mortgagor is DONNA SHOEMAKER ("Borrower"). This Security Instrument is given to PEOPLES SAVINGS BANK, which is organized and existing under the laws of Pennsylvania, and whose address is 17 West Long Avenue, Du Bois, Pennsylvania 15801 ("Lender"). Borrower owes Lender the principal sum of Forty-three Thousand Five Hundred and 00/100-- Dollars (U.S. \$ 43,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . . . . . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania:

**THE FIRST THEREOF:** ALL that certain lot, piece or parcel of land, situate, lying and being in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

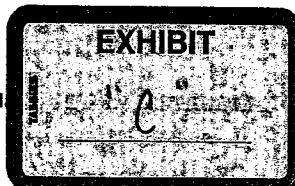
BEING part of a larger tract known as the Reynolds lands and being the North part of Lot No. 9, in a certain division or survey of said Reynolds lands, made by Thomas Ross, Esquire, in November 1849 and beginning at the Northeast corner of this tract, and being the Northwest corner of State forest lands; thence along State forest lands South 6 degrees 30 minutes West, 1195.8 feet to land of John Marshall; thence along John Marshall North 84 degrees 00 minutes West 850.5 feet to a point; thence along same South 39 degrees 59 minutes West, 1295.8 feet to land now or formerly of J. V. Hammond; thence along said Hammond North 7 degrees 18 minutes East 1055.5 feet; thence North 14 degrees 26 minutes West, 697.0 feet to the center of township road 401; thence along the center of road 401 by a curve to the right, the chord of which is North 40 degrees 48 minutes West, 236.3 feet to a point; thence along the same North 2 degrees 33 minutes East 412.1 feet to land of Harry L. Mowrey; thence along Mowrey and other South 83 degrees 30 minutes East, 2001.3 feet to the place of beginning. CONTAINING 49.92 acres more or less.

EXCEPTING AND RESERVING HOWEVER, from this conveyance to Mary Shoemaker, former Grantor, her heirs and assigns, that piece or parcel described as follows, to wit:

BEGINNING at a point located North 32 degrees 08 minutes West, 465.0 feet along township road 401 from corner of tract of which this was a part; thence along center of road 401 North 29 degrees 17 minutes West, 255.0 feet; thence South 88 degrees 11 minutes East, 290.0 feet; thence South 32 degrees 08 minutes East 162.3 feet; thence South 73 degrees 14 minutes West, 262.7 feet to the place of beginning. CONTAINING 7.50 acres more or less.

(Continued)

which has the address of R.D. # 1, Box 43 Penfield Pennsylvania 15849 ("Property Address");



ALSO EXCEPTING AND RESERVING unto former grantor, the right to use water from the spring on the above premises, hereby conveyed, for the purpose of furnishing water as now used, in the dwelling house situate upon the parcel excepted and reserved in this conveyance.

SUBJECT only to such reservations as were set forth in former deeds of conveyance.

BEING the same premises which became vested in Richard Shoemaker and Donna Shoemaker, Mortgagor herein, as husband and wife, by deed of Mary Shoemaker, dated October 18, 1977 and recorded in Clearfield County Deed Book 766, page 500. The said Richard Shoemaker having died March 25, 1987, title vested in Donna Shoemaker, Mortgagor herein, by operation of law.

ALSO EXCEPTING AND RESERVING all that certain piece or parcel of land conveyed to Charles H. McGranor and Sherri L. McGranor by deed of Donna Shoemaker dated March 15, 1993 and recorded in Clearfield County Deed Book 1522, page 491, bounded and described as follows, to wit:

BEGINNING at a corner post located 400 feet from the center of Township Route 401; thence South 83 degrees 30 minutes East a distance of 212 feet to a point; thence South 7 degrees 18 minutes West a distance of 212 feet to a point; thence North 88 degrees 11 minutes West a distance of 212 feet to a point; thence North 7 degrees 18 minutes East a distance of 212 feet to a corner post and place of beginning.

SUBJECT to existing reservations for minerals and coal as set forth in prior deeds.

Grantor does further grant to Grantees, their heirs and assigns, an easement and right, use and privilege to draw water from a spring located on the adjoining property of Grantor so that the Grantees, their heirs and assigns may enjoy the use of such water from said spring as they may need on their premises.

Grantor does further grant to Grantees, their heirs and assigns, a right-of-way over the existing road running from Township Route 401 to the property herein conveyed for the purpose of ingress and egress to the property hereby conveyed, said right of way to be in common with the Grantor, her heirs and assigns, with the maintenance of said right of way to be at the sole expense of the Grantees, their heirs and assigns.

With respect to the water rights herein conveyed, Grantees shall also be permitted to construct, install, maintain, inspect, operate, repair, remove and replace at Grantees' expense the facilities necessary to maintain water service from the spring to the Grantees' property. Upon completion of such construction or

maintenance to the said water facilities, Grantees shall restore the property of the Grantor, her heirs and assigns, to its prior condition. Grantor makes no guarantees or representation as to the quality and quantity of the water contained within the said spring.

**ALSO EXCEPTING AND RESERVING** all that certain piece or parcel of land conveyed to Richard Shoemaker and Donna Shoemaker by deed of W. H. Shoemaker, et ux., dated April 10, 1967 and recorded in Clearfield County Deed Book 529, page 215, bounded and described as follows, to wit:

*House*  
**BEGINNING** at a point in a township road, being the boundary between lands of the grantors and lands of John Marshall; thence in an Easterly direction along land of John Marshall, 200 feet to a point; thence in a Northerly direction in a line parallel at all times with the aforementioned township road, a distance of 250 feet to a point; thence in a Westerly direction along other lands of the grantors, and parallel with the Southerly boundary line of the tract herein described, a distance of 200 feet to the said township road; thence in a Southerly direction along the said township road 200 feet more or less to a point and place of beginning.

**SUBJECT** to existing reservations for minerals and coal as set forth in prior deeds.

**ALSO EXCEPTING AND RESERVING** all that certain piece or parcel of land conveyed to Douglas E. Kalgren and Gail A. Kalgren by deed of Richard Shoemaker and Donna Shoemaker, dated September 18, 1980 and recorded in Clearfield County Deed Book 803, page 020, bounded and described as follows to wit:

**BEGINNING** at the Southeast corner of a piece or parcel of land, conveyed by deed dated December 1, 1980 to Randy Shoemaker, et ux; thence North 7 degrees 18 minutes East, along the line of said land conveyed to Randy Shoemaker, et ux, a distance of 165 feet to a point at other lands of the Grantors herein, of which this was formerly a part; thence South 88 degrees 11 minutes East, still along other lands of the Grantors herein of which this was formerly a part a distance of 200 feet to a point; thence South 7 degrees 18 minutes West still along other lands of the Grantors of which this was formerly a part, a distance of 165 feet to a point; thence North 88 degrees 11 minutes West, still along other lands of the Grantors of which this was formerly a part, a distance of 200 feet to a point and the place of beginning.

**SUBJECT** only to such reservations as set forth in former deeds of conveyance.

ALSO EXCEPTING AND RESERVING all that certain piece or parcel of land conveyed to Randy Shoemaker and Tracey Shoemaker by Deed of Richard Shoemaker and Donna Shoemaker dated December 1, 1980 and recorded in Clearfield County Deed Book 807, page 353, bounded and described as follows, to wit:

BEGINNING at the Southwest corner of lands heretofore conveyed by Richard Shoemaker, et ux. to Douglas Kalgren, et ux, said point being North 29 degrees, 17 minutes West, 185 feet from the Northwest corner of 1.2 acre tract of Mary Shoemaker; thence North 7 degrees 18 minutes East, along the Western line of said land conveyed to Douglas Kalgren, et ux., a distance of 165 feet to a pin; thence North 88 degrees 11 minutes West, along other lands of Richard Shoemaker, et ux., a distance of 176 feet; thence still along other lands of Richard Shoemaker, et ux., South 7 degrees 18 minutes West, a distance of 165 feet to a point in the centerline of Township Road 401; thence South 88 degrees 11 minutes East, a distance of 176 feet to a pin, and the place of beginning. CONTAINING .67 acres more or less.

SUBJECT only to such reservations as set forth in former deeds of conveyance.

ALSO EXCEPTING AND RESERVING all that certain piece or parcel of land conveyed to Thomas Brennan and Dorothy Brennan by deed of Donna Shoemaker dated May 10, 1993 and recorded in Clearfield County Deed Book 1532, page 345, bounded and described as follows, to wit:

BEGINNING in the center of Township Road 401 at Northwest corner of Donna Shoemaker land; thence along land now or formerly of H. L. Mowrey South 83 degrees 30 minutes East 216 feet; thence by residue of Donna Shoemaker land South 2 degrees 33 minutes West 313 feet; thence following along center of a road South 49 degrees 15 minutes West 114 feet and by a curve to the left the chord of which is South 9 degrees 45 minutes West 63 feet; thence by residue of Donna Shoemaker land South 44 degrees 00 minutes West 81 feet; thence following along center of Township Road 401 by a curve to the right and the chord of which is North 28 degrees 25 minutes West 136 feet and North 2 degrees 33 minutes East 412 feet to the place of beginning. CONTAINING 2.0 acres.

SUBJECT to existing reservations for minerals and coal as set forth in prior deeds.

Grantor does further grant to Grantees, theirs and assigns, a right-of-way over the existing road running from Township Route 401 to the property herein conveyed for the purpose of ingress and egress to the property hereby conveyed, said right of way to be in common with Grantor, her heirs and assigns, and also in common with Charles H. McGranor, et ux., pursuant to the grant contained in the

deed dated March 15, 1993 from the present Grantor to said McGranors and recorded in Clearfield County Deed & Record Book 1522, page 491.

Grantees, their heirs and assigns, shall be solely responsible for the maintenance of said right-of-way from the McGranor tract to the tract herein conveyed. Further, Grantees, their heirs and assigns, shall not in any manner obstruct passage upon that road bordering the southeast side of the tract herein conveyed.

THE SECOND THEREOF: ALL that certain lot, piece or parcel of land, situate, lying and being in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in a township road, being the boundary between lands of the grantors and lands of John Marshall; thence in an Easterly direction along land of John Marshall, 200 feet to a point; thence in a Northerly direction in a line parallel at all times with the aforementioned township road, a distance of 250 feet to a point; thence in a Westerly direction along other lands of the grantors, and parallel with the Southerly boundary line of the tract herein described, a distance of 200 feet to the said township road; thence in a Southerly direction along the said township road 200 feet more or less to a point and place of beginning.

SUBJECT to existing reservations for minerals and coal as set forth in prior deeds.

BEING the same premises which became vested in Richard Shoemaker, also known as Richard D. Shoemaker, Sr., and Donna Shoemaker by Deed of W. H. Shoemaker, et. ux., dated April 10, 1967, and recorded in Clearfield County Deed Book 529, page 215. The said Richard Shoemaker having died March 24, 1987, title vested in Donna Shoemaker, Mortgagor herein, by operation of law.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

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

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of



proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

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

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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

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

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

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

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

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

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

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

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

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

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

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

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

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

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

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

[Check applicable box(es)]

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

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

Witnesses:

.....*Justin D. Cutler*.....

.....*Donna Shoemaker*..... (Seal)  
Donna Shoemaker  
—Borrower

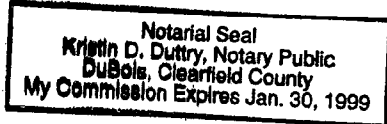
..... (Seal)  
—Borrower

COMMONWEALTH OF PENNSYLVANIA, ..... Clearfield ..... County ss:  
 On this, the 12th ..... day of August, 19 96, before me, a notary  
 public ..... the undersigned officer, personally appeared Donna Shoemaker

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

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

My Commission expires:



*Kristin D. Duttry*  
 Notary Public  
 Title of Officer

I certify that the precise place of business of the within named Mortgagee is 17 West Long Avenue,  
 Du Bois, Pennsylvania 15801

*Christopher E. Williams, Esquire*

RECORDED in the Office for Recording of Deeds in and for .....  
 in Mortgage Book ..... No. .... Page ..... &c.  
 Date ..... Recorder .....

Number

Page

**Mortgage**

From

DONNA SHOEMAKER

To

PEOPLES SAVINGS BANK

Amount \$ 43,500.00

Premises R.D. # 1, Box 43  
 Penfield, PA 15849

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



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

CLEARFIELD COUNTY  
 ENTERED OF RECORD  
 TIME 9:50 am 8-14-96  
 BY Blakley & Jones  
 FEES 25.50  
 Karen L. Starck, Recorder

# Farmers National Bank

Drawer D • Emlenton, PENNSYLVANIA 16373  
Phone 724-867-2311 / Fax: 724-867-1614



December 1, 2003

Donna B Shoemaker  
Rr 1 Box 43  
Penfield, PA 15849-9709

In re: Notice of Intention to Foreclose Mortgage

Dear Ms. Shoemaker:

Please find enclosed an "ACT 91 - NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE".

Please read this notice very carefully. We also recommend that you obtain legal counsel in order to more fully advise you of your rights.

Please give this matter your prompt attention.

Cordially,

Judy L. Winters  
Asset Recovery Manager

Enc.1: Notice  
Certified Mail:7002 3150 0005 4577 5052  
cc: First Class Mail

SERVING THIS AREA...FROM THIS AREA



Date: 12/01/03

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

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

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

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

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

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

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

HOMEOWNER'S NAME(S)

Donna B Shoemaker

PROPERTY ADDRESS:

RR 1 Box 43  
Penfield, PA 15849

LOAN ACCOUNT NO.:

115011382

ORIGINAL LENDER:

Peoples Savings

CURRENT LENDER / SERVICER:

Farmers National Bank

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** --The MORTGAGE debt held by the above lender on your property located at: RR 1 Box 43  
Penfield, PA 15849

IS SERIOUSLY IN DEFAULT because:

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

Months: October, November & December  
Amount Past Due: \$1,150.73

Other charges (explain/itemize):

Principal: \$539.90  
Late Charges: \$81.26  
Total Interest Due: \$529.57

**TOTAL AMOUNT PAST DUE:**

\$1,150.73

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

**HOW TO CURE THE DEFAULT** --You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1150.73, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Farmers National Bank  
612 Main Street, Drawer D  
Emlenton, PA 16373

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

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 3 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** Farmers National Bank  
**Address:** 612 Main Street, Emlenton, PA 16373  
**Phone Number:** (724) 867-2311  
**Fax Number:** (724) 867-1614  
**Contact Person:** Judy L. Winters



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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

## CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

### ALLEGHENY COUNTY

Pennsylvania Housing Finance Agency  
Marcia Hess  
2275 Swallow Hill Road, Building 200  
Pittsburgh, PA 15220  
2933  
Telephone: (412) 429-2842  
Fax: (412) 429-2835

Credit Counselors of PA  
401 Wood Street, Suite 906  
Pittsburgh, PA 15222  
Telephone: (412) 338-9954 or (800) 737-  
Fax: (412) 338-9963

Action Housing, Inc.  
425 6<sup>th</sup> Avenue, Suite 9550  
Pittsburgh, PA 15219  
Telephone: (412) 391-1956 or  
(412) 281-2102 or (800) 792-2801  
Fax: (412) 391-4512

Community Action Southwest  
22 West High Street  
Waynesburg, PA 15370  
Telephone: (724) 852-2893

CCCS of Western Pennsylvania, Inc.  
309 Smithfield Street  
Pittsburgh, PA 15222  
Telephone: (412) 471-7584

Housing Opportunities  
133 Seventh Street  
McKeesport, PA 15132  
Telephone: (412) 664-1906  
Fax: (412) 664-0873

Urban League of Pittsburgh  
Bldg. For Equal Opportunity  
One Smithfield Street  
Pittsburgh, PA 15222-2222  
Telephone: (412) 227-4802  
Fax: (412) 261-5207

Mon-Valley Unemployed Committee  
120 East 9<sup>th</sup> Avenue  
Homestead, PA 15120  
Telephone: (412) 462-9962

### ARMSTRONG COUNTY

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

Indiana County Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
Telephone: (724) 465-2657  
Fax: (724) 465-5118

Credit Counselors of PA  
401 Wood Street, Suite 906  
Pittsburgh, PA 15222  
Telephone: (412) 338-9954 or (800) 338-2933  
Fax: (412) 338-9963

## **BUTLER COUNTY**

Action Housing, Inc.  
425 6<sup>th</sup> Avenue, Suite 950  
Pittsburgh, PA 15219  
Telephone: (412) 391-1956  
Fax: (412) 391-4512

CCCS of Western PA  
YMCA Building  
339 North Washington Street  
Butler, PA 16001  
Telephone: (724) 282-7812

Housing Opportunities, Inc.  
650 Corporate Street, Suite 207  
McKeesport, PA 15132  
Telephone: (412) 664-1590  
Fax: (412) 664-0873

Mon-Valley Unemployed Committee  
120 East 9<sup>th</sup> Avenue  
Homestead, PA 15120  
Telephone: (412) 462-9962  
Fax: (412) 462-9964

Housing Opportunities, Inc.  
133 Seventh Street  
P.O. Box 9  
McKeesport, PA 15134  
Telephone: (412) 664-1906  
Fax: (412) 664-0873

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

## **CLARION COUNTY**

CCCS of Western Pennsylvania, Inc.  
YMCA Building  
339 North Washington Street  
Butler, PA 16001  
Telephone: (724) 282-7812

## **CLEARFIELD COUNTY**

Keystone Economic Development Corporation  
Program  
1954 Mary Grace Lane  
Johnstown, PA 15901  
Telephone: (814) 535-6556  
Fax: (814) 539-1688

Indiana Co. Community Action  
827 Water Street, Box 187  
Indiana, PA 15701  
Telephone: (724) 465-2657  
Fax: (412) 465-5118

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

CCCS of Northeastern PA  
1631 South Atherton Street, Suite 100  
State College, PA 16801  
Telephone: (814) 238-3668  
Fax: (814) 238-3669

### ELK COUNTY

John F. Kennedy Center, Inc.  
Corp

2021 East 20<sup>th</sup> Street  
Erie, PA 16510  
Telephone: (814) 898-0400  
Fax: (814) 898-1243

Northern Tier Community Action

P.O. Box 389, 135 West 4<sup>th</sup> Street  
Emporium, PA 15834  
Telephone: (814) 486-1161  
Fax: (814) 486-0825

### FOREST COUNTY

Warren-Forrest Counties Economic Opportunity Council  
204 Liberty Street, Post Office Box 547

Warren, PA 16365  
Telephone: (814) 726-2400  
Fax: (814) 723-0510

### JEFFERSON COUNTY

John F. Kennedy Center, Inc.  
Inc.

2021 East 20<sup>th</sup> Street  
Erie, PA 16510  
Telephone: (814) 898-0400  
Fax: (814) 898-1243

CCCS of Western Pennsylvania,

YMCA Building  
339 North Washington Street  
Butler, PA 16001  
Telephone: (724) 282-7812

Indiana County Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
Telephone: (724) 465-2657  
Fax: (412) 465-5118

### MERCER COUNTY

Shenango Valley Urban League, Inc.  
Inc.

601 Indiana Avenue  
Farrell, PA 16121  
Telephone: (724) 981-5310

CCCS of Western Pennsylvania,

YMCA Building  
339 North Washington Street  
Butler, PA 16001  
Telephone: (724) 282-7812

VENANGO COUNTY

Greater Erie Community Action Committee  
18 West 19<sup>th</sup> Street  
Erie, PA 16501  
Telephone: (814) 459-4581  
Fax: (814) 456-0161

John F. Kennedy Center, Inc.  
2021 East 20<sup>th</sup> Street  
Erie, PA 16510  
Telephone: (814) 898-0400  
Fax: (814) 898-1243

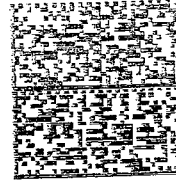
CCCS of Western Pennsylvania, Inc.  
YMCA Building  
339 North Washington Street  
Butler, PA 16001  
Telephone: (412) 282-7812

CERTIFIED MAIL™



7002 3150 0005 4577 5052

TIONAL BANK  
DRAWER D.  
ners National Bank  
12 MAIN STREET • P.O. DRAWER D  
EMLENTON, PENNSYLVANIA 16373



HASLER \$4.65  
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011A0413000555

No  
1st Notice 12-29  
2nd Notice 1-03  
Return 1-13

DONNA B. SHOEMAKER  
RR 1, BOX 43  
PENFIELD, PA 15849-9709



UNCLAIMED

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

**RTS**  
RETURN TO SENDER

PS Form 3800, June 2002

See Reverse for Instructions

City/State, ZIP+4  
PA 15849-9709

Street, Apt. No., or PO Box No.  
RR 1 Box 43

Donna B Shoemaker

7002 3150 0005 4577 5052

	Postage	Certified Fee	Return Receipt Fee (Endorsement Required)	Restricted Delivery Fee (Endorsement Required)	Total Postage & Fees
	\$ 6.00	\$ 2.30	\$ 1.75	\$ 4.65	\$ 14.65

Postmark  
EMLENTON PA 16373  
DEC 02 2003

OFFICIAL USE

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

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

EXHIBIT

Farmers National Bank of Emlenton,  
Plaintiff,

vs.

Donna B. Shoemaker, Deceased, and  
The Estate of Donna B. Shoemaker, per  
the Administrator Gail A. Kalgren, and  
Gail A. Kalgren, Heir, and  
Richard D. Shoemaker, Jr., Heir, and  
Jeffrey R. Shoemaker, Heir,  
Defendants.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

No. 04-1000-CD

TYPE OF PLEADING:  
Complaint in Mortgage Foreclosure

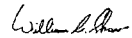
FILED ON BEHALF OF:  
Farmers National Bank of Emlenton,  
Plaintiff

COUNSEL OF RECORD  
Lynn, King & Schreffler, P.C.  
Michael W. Sloat, Esq.  
I.D. No. 89076  
606 Main Street, Box 99  
Emlenton, PA 16373  
(724) 867-5921

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

JUN 30 2004

Attest.

  
Prothonotary/  
Clerk of Courts

Farmers National Bank of Emlenton  
Plaintiff,  
vs.

Donna B. Shoemaker, Deceased, and  
The Estate of Donna B. Shoemaker, per  
the Administrator Gail A. Kalgren, and  
Gail A. Kalgren, Heir, and  
Richard D. Shoemaker, Jr., Heir, and  
Jeffrey R. Shoemaker, Heir,  
Defendants.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

No.

**NOTICE TO DEFEND AND CLAIM RIGHTS**

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 Plaintiff. You may lose money or property or other rights important to you.

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

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641 ext. 32

LYNN, KING & SCHREFFLER, P.C.  
Michael W. Sloat, Esquire  
I.D. No. 89076  
P.O. Box 99, 606 Main Street  
Emlenton, PA 16373



Farmers National Bank of Emlenton	:	IN THE COURT OF COMMON PLEAS
Plaintiff,	:	CLEARFIELD COUNTY, PENNSYLVANIA
vs.	:	
	:	CIVIL ACTION- LAW
Donna B. Shoemaker, Deceased, and	:	
The Estate of Donna B. Shoemaker, per	:	
the Administrator Gail A. Kalgren, and	:	No.
Gail A. Kalgren, Heir, and	:	
Richard D. Shoemaker, Jr., Heir, and	:	
Jeffrey R. Shoemaker, Heir,	:	
Defendants.	:	

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW, comes the Plaintiff, the Farmers National Bank of Emlenton, by and through its attorneys, Lynn, King & Schreffler, P.C., per Michael W. Sloat, Esq., and files this Complaint in Mortgage Foreclosure, whereof the following is a statement:

1. The Plaintiff is Farmers National Bank of Emlenton (hereinafter referred to as "Plaintiff"), a national banking association organized and existing under and by virtue of the laws of the United States of America, having its principal office at 612 Main Street, Drawer D, Emlenton, Venango County, Pennsylvania 16373.
2. The Defendant, Donna B. Shoemaker, deceased, (hereinafter "Defendant Shoemaker" died on February 6, 2004 and an Estate was open for her on March 15, 2004 at No. 1704-0160, naming her daughter Gail A. Kalgren as Administrator of the Estate, (hereinafter referred to as "Defendant"), Defendant Shoemaker was an adult individual whose last known address was RR #1, Box 43, Penfield, Pennsylvania 15849.
3. Defendant Shoemaker died intestate and was survived by Defendant Gail A. Kalgren, as heir, by Defendant Richard D. Shoemaker, Jr., as heir and by Jeffrey R. Shoemaker, as heir. Defendants Gail A. Kalgren, as heir, Richard D. Shoemaker, as heir, and Jeffrey R. Shoemaker are named as Defendants to this action as per Pa.R.C.P. 1144(a).

4. In 1987, upon her husband's death, Defendant Shoemaker became sole owner of a certain parcel of property she jointly owned with her husband located in the Township of Huston, Clearfield County, Pennsylvania, as is more specifically described by deed dated the 10<sup>th</sup> day of April, 1967, and recorded in the Clearfield County Recorder's Office, Clearfield County, Record Book Volume 529, Page 215, under date of April 24, 1967, a true and correct copy of which is attached hereto, marked as Exhibit "A" and incorporated by reference herein.
5. The Defendant Shoemaker is obligor to the Plaintiff, by virtue of certain promises and agreements made on the 12<sup>th</sup> day of August, 1996, in DuBois, County of Clearfield, Commonwealth of Pennsylvania.
6. The certain promises and agreements between the Plaintiff and the Defendant Shoemaker was reduced to writing in the form of a Note, a true and correct copy of which is attached hereto, marked as Exhibit "B" and incorporated by reference herein.
7. In said Note, Exhibit "B", Defendant Shoemaker promised to pay a debt to the Plaintiff in the amount of \$43,500.00, in regular monthly installments of \$422.01, beginning on the 1<sup>st</sup> day of October, 1996, and continuing on the 1<sup>st</sup> day of each and every month consecutively ensuing, until the debt was repaid, except that any remaining indebtedness, if not paid sooner, was due and payable on September 1, 2011.
8. The said Note, Exhibit "B", is secured by a Mortgage on the above-described property which is recorded in the Clearfield County Recorder's Office, Clearfield County, Pennsylvania, in Record Book Volume 1780, Page 348, under date of August 14, 1996, a true and correct copy of which is attached hereto, marked as Exhibit "C", and incorporated by reference herein.
9. The Mortgage is in default because the Defendant failed to make the required monthly payments of \$422.01 for the month of November, 2003, through the date of this Complaint, whereby, the whole balance of principal and interest due thereon has been accelerated and become due and payable forthwith together with late charges, costs of collection, title search fees and reasonable attorney's fees.
10. Despite repeated requests, the Defendant has not cured the default.

11. By reason of said default, the following sums are due Plaintiff:

Principal Balance	\$ 25,704.00
Interest through 2/04/04 (\$5.6454 per diem)	365.12
Late charges as of 2/04/04 4% per month (\$13.40)	108.12
Reasonable Attorney's Fees at 10% of amount owed	2,617.72
<b>TOTAL</b>	<b><u>\$ 28,794.96</u></b>

Plus interest and late charges from February 4, 2004, through the date of judgment, costs and reasonable attorney's fees in the amount of 10% thereof.

12. Plaintiff has complied fully with Act No. 91, [35 P.S. §1680.401(c)], of the 1983 Session of the General Assembly ("Act 91"), as amended, of the Commonwealth of Pennsylvania, by mailing to Defendant Shoemaker at RR #1, Box 43, Penfield, PA 15849-9709, the required Act 91 notices, by certified and regular first class mail, and the applicable time periods have expired, a true and correct copy of which notice is attached hereto, marked as Exhibit "D", and incorporated by reference herein.
13. The aforescribed notice more particularly set forth in paragraph 12 hereof as unclaimed by the Defendant, as evidenced by the receipt for certified mail and domestic return receipt attached hereto, marked Exhibit "E" and incorporated by reference herein. The notice that was sent by regular United States Mail was not returned.

WHEREFORE, the Plaintiff prays this Honorable Court enter judgment against the Defendant for foreclosure and sale of the mortgaged property and for judgment against the Defendant in the amount of \$28,794.96, together with interest and late charges from February 4, 2004, costs, reasonable attorney's fees, and all other amounts advanced by Plaintiff.

LYNN, KING & SCHREFFLER, P.C.:



---

Michael W. Sloat, Esquire  
Attorney for Plaintiff

Farmers National Bank of Emlenton  
Plaintiff,

vs.

Donna B. Shoemaker, Deceased, and  
The Estate of Donna B. Shoemaker, per  
the Administrator Gail A. Kalgren, and  
Gail A. Kalgren, Heir, and  
Richard D. Shoemaker, Jr., Heir, and  
Jeffrey R. Shoemaker, Heir,  
Defendants.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

No.

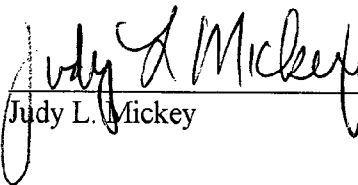
**VERIFICATION**

COMMONWEALTH OF PENNSYLVANIA

SS.

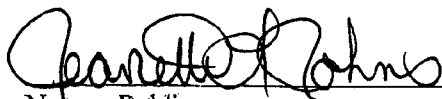
COUNTY OF VENANGO

I, Judy L. Mickey, being duly sworn according to law, depose and say that I am the  
Collection Manager of Farmers National Bank of Emlenton, Plaintiff in the above captioned action,  
and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best  
of my knowledge, information and belief.

  
Judy L. Mickey

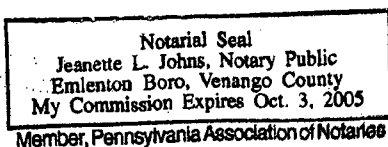
Sworn and subscribed before me

this 29<sup>th</sup> day of June, 2004.



Notary Public

My Commission Expires:



# This Deed,

Made the Tenth (10th) day of April in the year  
of our Lord one thousand nine hundred sixty-seven (1967)

Between W.H. SHOEMAKER and MARY SHOEMAKER, husband and wife, of  
Huston Township, Clearfield County, Pennsylvania, hereinafter  
called the

Grantors,

and RICHARD SHOEMAKER and DONNA SHOEMAKER, husband and wife, of  
Huston Township, Clearfield County, Pennsylvania, hereinafter  
called the

Grantees:

Witnesseth, that in consideration of ONE & 00/100 (\$1.00) Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby  
grant and convey to the said grantees, ALL that certain piece or parcel of  
land situate in Huston Township, Clearfield County, Pennsylvania,  
bounded and described as follows, to wit:

BEGINNING at a point on a township road, being the  
boundary between lands of the grantors and lands of  
John Marshall; thence in an easterly direction along  
land of John Marshall two hundred (200) feet to a point;  
thence in a northerly direction, in a line parallel at  
all times with the aforementioned township road, a  
distance of two hundred fifty (250) feet to a point;  
thence in a westerly direction along other lands of  
the grantors, and parallel with the southerly boundary  
line of the tract herein described, a distance of  
two hundred (200) feet to the said township road; thence  
in a southerly direction along the said township road  
two hundred (200) feet more or less to a point and  
place of beginning.

BEING part of the same premises which became vested  
in Grantors by deed of Warry Shoemaker, et al dated  
June 20, 1934 and recorded in Clearfield County Deed  
Book 322, page 214. The grantees herein are the son  
and daughter-in-law of the grantors herein.

SUBJECT to existing reservations for minerals and coal  
as set forth in prior deeds.

EXHIBIT

# NOTE

August 12, 1996 Du Bois, Pennsylvania  
[City] [State]  
R.D. # 1, Box 43, Penfield, Pennsylvania 15849  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 43,500.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is **PEOPLES SAVINGS BANK, PaSA**. 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 8.25%.

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 1st day of each month beginning on October 1, 1996. 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 September 1, 2011, 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 Peoples Savings Bank, 17 West Long Avenue, Du Bois, PA 15801 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. \$422.01.

## 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 4% 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.



**8. 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.

Donna Shoemaker

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

[Sign Original Only]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 12, 1986. The mortgagor is DONNA SHOEMAKER ("Borrower"). This Security Instrument is given to PEOPLES SAVINGS BANK, which is organized and existing under the laws of Pennsylvania, and whose address is 17 West Long Avenue, Du Bois, Pennsylvania 15801 ("Lender"). Borrower owes Lender the principal sum of Forty-three Thousand Five Hundred and 00/100 Dollars (U.S. \$ 43,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . . . . . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania:

**THE FIRST THEREOF:** ALL that certain lot, piece or parcel of land, situate, lying and being in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEING part of a larger tract known as the Reynolds lands and being the North part of Lot No. 9, in a certain division or survey of said Reynolds lands, made by Thomas Ross, Esquire, in November 1849 and beginning at the Northeast corner of this tract, and being the Northwest corner of State forest lands; thence along State forest lands South 6 degrees 30 minutes West, 1195.8 feet to land of John Marshall; thence along John Marshall North 84 degrees 00 minutes West 850.5 feet to a point; thence along same South 39 degrees 59 minutes West, 1295.8 feet to land now or formerly of J. V. Hammond; thence along said Hammond North 7 degrees 18 minutes East 1055.5 feet; thence North 14 degrees 26 minutes West, 697.0 feet to the center of township road 401; thence along the center of road 401 by a curve to the right, the chord of which is North 40 degrees 48 minutes West, 236.3 feet to a point; thence along the same North 2 degrees 33 minutes East 412.1 feet to land of Harry L. Mowrey; thence along Mowrey and other South 83 degrees 30 minutes East, 2001.3 feet to the place of beginning. CONTAINING 49.92 acres more or less.

EXCEPTING AND RESERVING HOWEVER, from this conveyance to Mary Shoemaker, former Grantor, her heirs and assigns, that piece or parcel described as follows, to wit:

BEGINNING at a point located North 32 degrees 08 minutes West, 465.0 feet along township road 401 from corner of tract of which this was a part; thence along center of road 401 North 29 degrees 17 minutes West, 255.0 feet; thence South 88 degrees 11 minutes East, 290.0 feet; thence South 32 degrees 08 minutes East 162.3 feet; thence South 73 degrees 14 minutes West, 262.7 feet to the place of beginning. CONTAINING 7.50 acres more or less.

(Continued)

which has the address of R.D. # 1, Box 43 Penfield, Pennsylvania 15849 ("Property Address");





ALSO EXCEPTING AND RESERVING unto former grantor, the right to use water from the spring on the above premises, hereby conveyed, for the purpose of furnishing water as now used, in the dwelling house situate upon the parcel excepted and reserved in this conveyance.

SUBJECT only to such reservations as were set forth in former deeds of conveyance.

BEING the same premises which became vested in Richard Shoemaker and Donna Shoemaker, Mortgagor herein, as husband and wife, by deed of Mary Shoemaker, dated October 18, 1977 and recorded in Clearfield County Deed Book 766, page 500. The said Richard Shoemaker having died March 25, 1987, title vested in Donna Shoemaker, Mortgagor herein, by operation of law.

ALSO EXCEPTING AND RESERVING all that certain piece or parcel of land conveyed to Charles H. McGranor and Sherri L. McGranor by deed of Donna Shoemaker dated March 15, 1993 and recorded in Clearfield County Deed Book 1522, page 491, bounded and described as follows, to wit:

BEGINNING at a corner post located 400 feet from the center of Township Route 401; thence South 83 degrees 30 minutes East a distance of 212 feet to a point; thence South 7 degrees 18 minutes West a distance of 212 feet to a point; thence North 88 degrees 11 minutes West a distance of 212 feet to a point; thence North 7 degrees 18 minutes East a distance of 212 feet to a corner post and place of beginning.

SUBJECT to existing reservations for minerals and coal as set forth in prior deeds.

Grantor does further grant to Grantees, their heirs and assigns, an easement and right, use and privilege to draw water from a spring located on the adjoining property of Grantor so that the Grantees, their heirs and assigns may enjoy the use of such water from said spring as they may need on their premises.

Grantor does further grant to Grantees, their heirs and assigns, a right-of-way over the existing road running from Township Route 401 to the property herein conveyed for the purpose of ingress and egress to the property hereby conveyed, said right of way to be in common with the Grantor, her heirs and assigns, with the maintenance of said right of way to be at the sole expense of the Grantees, their heirs and assigns.

With respect to the water rights herein conveyed, Grantees shall also be permitted to construct, install, maintain, inspect, operate, repair, remove and replace at Grantees' expense the facilities necessary to maintain water service from the spring to the Grantees' property. Upon completion of such construction or

maintenance to the said water facilities, Grantees shall restore the property of the Grantor, her heirs and assigns, to its prior condition. Grantor makes no guarantees or representation as to the quality and quantity of the water contained within the said spring.

**ALSO EXCEPTING AND RESERVING** all that certain piece or parcel of land conveyed to Richard Shoemaker and Donna Shoemaker by deed of W. H. Shoemaker, et ux., dated April 10, 1967 and recorded in Clearfield County Deed Book 529, page 215, bounded and described as follows, to wit:

*House*  
**BEGINNING** at a point in a township road, being the boundary between lands of the grantors and lands of John Marshall; thence in an Easterly direction along land of John Marshall, 200 feet to a point; thence in a Northerly direction in a line parallel at all times with the aforementioned township road, a distance of 250 feet to a point; thence in a Westerly direction along other lands of the grantors, and parallel with the Southerly boundary line of the tract herein described, a distance of 200 feet to the said township road; thence in a Southerly direction along the said township road 200 feet more or less to a point and place of beginning.

**SUBJECT** to existing reservations for minerals and coal as set forth in prior deeds.

**ALSO EXCEPTING AND RESERVING** all that certain piece or parcel of land conveyed to Douglas E. Kalgren and Gail A. Kalgren by deed of Richard Shoemaker and Donna Shoemaker, dated September 18, 1980 and recorded in Clearfield County Deed Book 803, page 020, bounded and described as follows to wit:

**BEGINNING** at the Southeast corner of a piece or parcel of land, conveyed by deed dated December 1, 1980 to Randy Shoemaker, et ux; thence North 7 degrees 18 minutes East, along the line of said land conveyed to Randy Shoemaker, et ux, a distance of 165 feet to a point at other lands of the Grantors herein, of which this was formerly a part; thence South 88 degrees 11 minutes East, still along other lands of the Grantors herein of which this was formerly a part a distance of 200 feet to a point; thence South 7 degrees 18 minutes West still along other lands of the Grantors of which this was formerly a part, a distance of 165 feet to a point; thence North 88 degrees 11 minutes West, still along other lands of the Grantors of which this was formerly a part, a distance of 200 feet to a point and the place of beginning.

**SUBJECT** only to such reservations as set forth in former deeds of conveyance.

ALSO EXCEPTING AND RESERVING all that certain piece or parcel of land conveyed to Randy Shoemaker and Tracey Shoemaker by Deed of Richard Shoemaker and Donna Shoemaker dated December 1, 1980 and recorded in Clearfield County Deed Book 807, page 353, bounded and described as follows, to wit:

BEGINNING at the Southwest corner of lands heretofore conveyed by Richard Shoemaker, et ux. to Douglas Kalgren, et ux, said point being North 29 degrees, 17 minutes West, 185 feet from the Northwest corner of 1.2 acre tract of Mary Shoemaker; thence North 7 degrees 18 minutes East, along the Western line of said land conveyed to Douglas Kalgren, et ux., a distance of 165 feet to a pin; thence North 88 degrees 11 minutes West, along other lands of Richard Shoemaker, et ux., a distance of 176 feet; thence still along other lands of Richard Shoemaker, et ux., South 7 degrees 18 minutes West, a distance of 165 feet to a point in the centerline of Township Road 401; thence South 88 degrees 11 minutes East, a distance of 176 feet to a pin, and the place of beginning. CONTAINING .67 acres more or less.

SUBJECT only to such reservations as set forth in former deeds of conveyance.

ALSO EXCEPTING AND RESERVING all that certain piece or parcel of land conveyed to Thomas Brennan and Dorothy Brennan by deed of Donna Shoemaker dated May 10, 1993 and recorded in Clearfield County Deed Book 1532, page 345, bounded and described as follows, to wit:

BEGINNING in the center of Township Road 401 at Northwest corner of Donna Shoemaker land; thence along land now or formerly of H. L. Mowrey South 83 degrees 30 minutes East 216 feet; thence by residue of Donna Shoemaker land South 2 degrees 33 minutes West 313 feet; thence following along center of a road South 49 degrees 15 minutes West 114 feet and by a curve to the left the chord of which is South 9 degrees 45 minutes West 63 feet; thence by residue of Donna Shoemaker land South 44 degrees 00 minutes West 81 feet; thence following along center of Township Road 401 by a curve to the right and the chord of which is North 28 degrees 25 minutes West 136 feet and North 2 degrees 33 minutes East 412 feet to the place of beginning. CONTAINING 2.0 acres.

SUBJECT to existing reservations for minerals and coal as set forth in prior deeds.

Grantor does further grant to Grantees, theirs and assigns, a right-of-way over the existing road running from Township Route 401 to the property herein conveyed for the purpose of ingress and egress to the property hereby conveyed, said right of way to be in common with Grantor, her heirs and assigns, and also in common with Charles H. McGranor, et ux., pursuant to the grant contained in the

deed dated March 15, 1993 from the present Grantor to said McGranors and recorded in Clearfield County Deed & Record Book 1522, page 491.

Grantees, their heirs and assigns, shall be solely responsible for the maintenance of said right-of-way from the McGranor tract to the tract herein conveyed. Further, Grantees, their heirs and assigns, shall not in any manner obstruct passage upon that road bordering the southeast side of the tract herein conveyed.

THE SECOND THEREOF: ALL that certain lot, piece or parcel of land, situate, lying and being in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in a township road, being the boundary between lands of the grantors and lands of John Marshall; thence in an Easterly direction along land of John Marshall, 200 feet to a point; thence in a Northerly direction in a line parallel at all times with the aforementioned township road, a distance of 250 feet to a point; thence in a Westerly direction along other lands of the grantors, and parallel with the Southerly boundary line of the tract herein described, a distance of 200 feet to the said township road; thence in a Southerly direction along the said township road 200 feet more or less to a point and place of beginning.

SUBJECT to existing reservations for minerals and coal as set forth in prior deeds.

BEING the same premises which became vested in Richard Shoemaker, also known as Richard D. Shoemaker, Sr., and Donna Shoemaker by Deed of W. H. Shoemaker, et. ux., dated April 10, 1967, and recorded in Clearfield County Deed Book 529, page 215. The said Richard Shoemaker having died March 24, 1987, title vested in Donna Shoemaker, Mortgagor herein, by operation of law.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

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

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of

proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

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

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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

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

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

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

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

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

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

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

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

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

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

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

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

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

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

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

[Check applicable box(es)]

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

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

Witnesses:

Justin D. Cutler

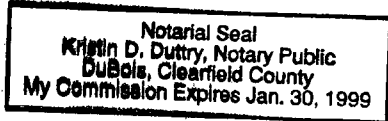
Donna Shoemaker (Seal)  
—Borrower

(Seal)  
—Borrower

COMMONWEALTH OF PENNSYLVANIA, ..... Clearfield ..... County ss:  
 On this, the 12th day of August, 19 96, before me, a notary  
 Public ..... the undersigned officer, personally appeared Donna Shoemaker  
 ..... known to me (or satisfactorily  
 proven) to be the person ..... whose name ..... is ..... subscribed to the within instrument and acknowledged that  
 ..... executed the same for the purposes herein contained.

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

My Commission expires:



*Kristin D. Duttry*  
 Notary Public  
 Title of Officer

I certify that the precise place of business of the within named Mortgagee is 17 West Long Avenue,  
 Du Bois, Pennsylvania 15801

*Christopher E. McDermott, Esquire*

RECORDED in the Office for Recording of Deeds in and for  
 in Mortgage Book ..... No. .... Page ..... &c.  
 Date ..... Recorder .....

Number

Page

**Mortgage**

From

DONNA SHOEMAKER

To

PEOPLES SAVINGS BANK

Amount \$ 43,500.00

R.D. # 1, Box 43

Penfield, PA 15849

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



*Karen L. Starck*

Karen L. Starck  
 Recorder of Deeds

CLEARFIELD COUNTY  
 ENTERED OF RECORD  
 TIME 9:50 am 8-14-96  
 BY Blakley & Jones  
 FEES 25.50  
 Karen L. Starck, Recorder



# Farmers National Bank

Drawer D • Emlenton, PENNSYLVANIA 16373  
Phone 724-867-2311 / Fax: 724-867-1614



December 1, 2003

Donna B Shoemaker  
Rr 1 Box 43  
Penfield, PA 15849-9709

In re: Notice of Intention to Foreclose Mortgage

Dear Ms. Shoemaker:

Please find enclosed an "ACT 91 - NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE".

Please read this notice very carefully. We also recommend that you obtain legal counsel in order to more fully advise you of your rights.

Please give this matter your prompt attention.

Cordially,

Judy L. Winters  
Asset Recovery Manager

Enc. 1: Notice  
Certified Mail: 7002 3150 0005 4577 5052  
cc: First Class Mail

SERVING THIS AREA...FROM THIS AREA



Date: 12/01/03

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

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

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

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

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

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

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

HOMEOWNER'S NAME(S)

Donna B Shoemaker

PROPERTY ADDRESS:

RR 1 Box 43  
Penfield, PA 15849

LOAN ACCOUNT NO.:

115011382

ORIGINAL LENDER:

Peoples Savings

CURRENT LENDER / SERVICER:

Farmers National Bank

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** --The MORTGAGE debt held by the above lender on your property located at: RR 1 Box 43  
Penfield, PA 15849

IS SERIOUSLY IN DEFAULT because:

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

Months: October, November & December  
Amount Past Due: \$1,150.73

Other charges (explain/itemize):

Principal: \$539.90  
Late Charges: \$81.26  
Total Interest Due: \$529.57

**TOTAL AMOUNT PAST DUE:**

\$1,150.73

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

**HOW TO CURE THE DEFAULT** --You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1150.73, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Farmers National Bank  
612 Main Street, Drawer D  
Emlenton, PA 16373

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

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 3 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** Farmers National Bank  
**Address:** 612 Main Street, Emlenton, PA 16373  
**Phone Number:** (724) 867-2311  
**Fax Number:** (724) 867-1614  
**Contact Person:** Judy L. Winters

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

## CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

### ALLEGHENY COUNTY

Pennsylvania Housing Finance Agency  
Marcia Hess  
2275 Swallow Hill Road, Building 200  
Pittsburgh, PA 15220  
2933  
Telephone: (412) 429-2842  
Fax: (412) 429-2835

Credit Counselors of PA  
401 Wood Street, Suite 906  
Pittsburgh, PA 15222  
Telephone: (412) 338-9954 or (800) 737-  
Fax: (412) 338-9963

Action Housing, Inc.  
425 6<sup>th</sup> Avenue, Suite 9550  
Pittsburgh, PA 15219  
Telephone: (412) 391-1956 or  
(412) 281-2102 or (800) 792-2801  
Fax: (412) 391-4512

Community Action Southwest  
22 West High Street  
Waynesburg, PA 15370  
Telephone: (724) 852-2893

CCCS of Western Pennsylvania, Inc.  
309 Smithfield Street  
Pittsburgh, PA 15222  
Telephone: (412) 471-7584

Housing Opportunities  
133 Seventh Street  
McKeesport, PA 15132  
Telephone: (412) 664-1906  
Fax: (412) 664-0873

Urban League of Pittsburgh  
Bldg. For Equal Opportunity  
One Smithfield Street  
Pittsburgh, PA 15222-2222  
Telephone: (412) 227-4802  
Fax: (412) 261-5207

Mon-Valley Unemployed Committee  
120 East 9<sup>th</sup> Avenue  
Homestead, PA 15120  
Telephone: (412) 462-9962

### ARMSTRONG COUNTY

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

Indiana County Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
Telephone: (724) 465-2657  
Fax: (724) 465-5118

Credit Counselors of PA  
401 Wood Street, Suite 906  
Pittsburgh, PA 15222  
Telephone: (412) 338-9954 or (800) 338-2933  
Fax: (412) 338-9963

## **BUTLER COUNTY**

Action Housing, Inc.  
425 6<sup>th</sup> Avenue, Suite 950  
Pittsburgh, PA 15219  
Telephone: (412) 391-1956  
Fax: (412) 391-4512

CCCS of Western PA  
YMCA Building  
339 North Washington Street  
Butler, PA 16001  
Telephone: (724) 282-7812

Housing Opportunities, Inc.  
650 Corporate Street, Suite 207  
McKeesport, PA 15132  
Telephone: (412) 664-1590  
Fax: (412) 664-0873

Mon-Valley Unemployed Committee  
120 East 9<sup>th</sup> Avenue  
Homestead, PA 15120  
Telephone: (412) 462-9962  
Fax: (412) 462-9964

Housing Opportunities, Inc.  
133 Seventh Street  
P.O. Box 9  
McKeesport, PA 15134  
Telephone: (412) 664-1906  
Fax: (412) 664-0873

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

## **CLARION COUNTY**

CCCS of Western Pennsylvania, Inc.  
YMCA Building  
339 North Washington Street  
Butler, PA 16001  
Telephone: (724) 282-7812

## **CLEARFIELD COUNTY**

Keystone Economic Development Corporation  
Program  
1954 Mary Grace Lane  
Johnstown, PA 15901  
Telephone: (814) 535-6556  
Fax: (814) 539-1688

Indiana Co. Community Action  
  
827 Water Street, Box 187  
Indiana, PA 15701  
Telephone: (724) 465-2657  
Fax: (412) 465-5118

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

CCCS of Northeastern PA  
1631 South Atherton Street, Suite 100  
State College, PA 16801  
Telephone: (814) 238-3668  
Fax: (814) 238-3669



### **ELK COUNTY**

John F. Kennedy Center, Inc.  
Corp  
2021 East 20<sup>th</sup> Street  
Erie, PA 16510  
Telephone: (814) 898-0400  
Fax: (814) 898-1243

Northern Tier Community Action  
P.O. Box 389, 135 West 4<sup>th</sup> Street  
Emporium, PA 15834  
Telephone: (814) 486-1161  
Fax: (814) 486-0825

### **FOREST COUNTY**

Warren-Forrest Counties Economic Opportunity Council  
204 Liberty Street, Post Office Box 547  
Warren, PA 16365  
Telephone: (814) 726-2400  
Fax: (814) 723-0510

### **JEFFERSON COUNTY**

John F. Kennedy Center, Inc.  
Inc.  
2021 East 20<sup>th</sup> Street  
Erie, PA 16510  
Telephone: (814) 898-0400  
Fax: (814) 898-1243

CCCS of Western Pennsylvania,  
YMCA Building  
339 North Washington Street  
Butler, PA 16001  
Telephone: (724) 282-7812

Indiana County Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
Telephone: (724) 465-2657  
Fax: (412) 465-5118

### **MERCER COUNTY**

Shenango Valley Urban League, Inc.  
Inc.  
601 Indiana Avenue  
Farrell, PA 16121  
Telephone: (724) 981-5310

CCCS of Western Pennsylvania,  
YMCA Building  
339 North Washington Street  
Butler, PA 16001  
Telephone: (724) 282-7812

**VENANGO COUNTY**

Greater Erie Community Action Committee  
18 West 19<sup>th</sup> Street  
Erie, PA 16501  
Telephone: (814) 459-4581  
Fax: (814) 456-0161

John F. Kennedy Center, Inc.  
2021 East 20<sup>th</sup> Street  
Erie, PA 16510  
Telephone: (814) 898-0400  
Fax: (814) 898-1243

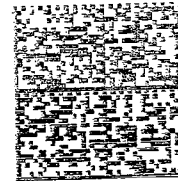
CCCS of Western Pennsylvania, Inc.  
YMCA Building  
339 North Washington Street  
Butler, PA 16001  
Telephone: (412) 282-7812

CERTIFIED MAIL™

TIONAL BANK  
DRAWER D  
**ers National Bank**  
12 MAIN STREET • P.O. DRAWER D  
EMLENTON, PENNSYLVANIA 16373



7002 3150 0005 4577 5052



HASLER \$4.63  
DEC 02 2003  
US POSTAGE  
FIRST CLASS  
MAILED FROM 16373  
011A0413000595

No. 12-29  
1st Notice 1-03  
2nd Notice 1-13  
Return

DONNA B. SHOEMAKER  
RR 1, BOX 43  
PENFIELD, PA 15849-9709



**UNCLAIMED**

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

☒ OTHER

**RTS**  
RETURN TO SENDER

PS Form 3800, June 2002

See Reverse for Instructions

City, State, ZIP  
PA 15849-9709

Street, Apt. No., or PO Box No.  
RR 1 Box 43

Sub To  
Donna B Shoemaker JMW

Postage	\$ 60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65

Postmark  
EMLENTON PA 16373  
DEC 02 2003

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EXHIBIT

FARMERS NATIONAL BANK  
OF EMLENTON,

Plaintiff,

VS.

Donna B. Shoemaker, Deceased, and  
The Estate of Donna B. Shoemaker, per  
the Administrator Gail A. Kalgren, and  
Gail A. Kalgren, Heir, and  
Richard D. Shoemaker, Jr., Heir, and  
Jeffrey R. Shoemaker, Heir,

Defendants.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

No. 04- 1000 - CD

**PRAECIPE TO REINSTATE COMPLAINT**

TO THE PROTHONOTARY:

Please reinstate the Complaint filed in the above captioned matter. Thank you.

LYNN, KING & SCHREFFLER, P.C.:

by:



Michael W. Sloat, Esquire

Attorney for Plaintiff

ID No. 89076

606 Main Street, P.O. Box 99

Emlenton, PA 16373

Phone: (724) 867-5921

**FILED**

AUG 09 2004

m11:15/2

William A. Shaw  
Prothonotary

W.A. Shaw

1 REINSTATE COMPLAINT TO  
ATTY

**FILED**

AUG 09 2004

William A. Shaw  
Prothonotary

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

FARMERS NATIONAL BANK OF  
EMLENTON,

Plaintiff,

vs.

DONNA B. SHOEMAKER, Deceased,  
and THE ESTATE OF DONNA B.  
SHOEMAKER, per the Administrator,  
GAIL A. KALGREN, and GAIL A.  
KALGREN, Heir, and RICHARD D.  
SHOEMAKER, JR., Heir, and JEFFREY  
R. SHOEMAKER, Heir,

Defendants.

) NO. 04-1000-C.D.  
)  
) Type of Case: CIVIL ACTION  
)  
) Type of Pleading: DEFENDANTS'  
) ANSWER TO PLAINTIFF'S COMPLAINT  
) IN MORTGAGE FORECLOSURE  
) AND DEFENDANTS' NEW MATTER  
)  
) Filed on Behalf of: DEFENDANTS  
)  
) Counsel of Record:  
) BENJAMIN S. BLAKLEY, III, ESQ.  
) Supreme Court no. 26331  
)  
) BLAKLEY & JONES  
) 90 Beaver Drive, Box 6  
) Du Bois, Pa 15801  
) (314) 371-2730

FILED

19:31 01  
AUG 31 2004

3cc  
Attg

600

William A. Shaw  
Prothonotary

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

FARMERS NATIONAL BANK OF	)	NO. 04-1000-C.D.
EMLENTON,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
DONNA B. SHOEMAKER, Deceased,	)	
and THE ESTATE OF DONNA B.	)	
SHOEMAKER, per the Administrator,	)	
GAIL A. KALGREN, and GAIL A.	)	
KALGREN, Heir, and RICHARD D.	)	
SHOEMAKER, JR., Heir, and JEFFREY	)	
R. SHOEMAKER, Heir,	)	
	)	
Defendants.	)	

**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 IS 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 AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT REQUESTED BY PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

David S. Meholick,  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641

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

FARMERS NATIONAL BANK OF	)	NO. 04-1000-C.D.
EMLENTON,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
DONNA B. SHOEMAKER, Deceased,	)	
and THE ESTATE OF DONNA B.	)	
SHOEMAKER, per the Administrator,	)	
GAIL A. KALGREN, and GAIL A.	)	
KALGREN, Heir, and RICHARD D.	)	
SHOEMAKER, JR., Heir, and JEFFREY	)	
R. SHOEMAKER, Heir,	)	
	)	
Defendants.	)	

**DEFENDANTS' ANSWER TO PLAINTIFF'S COMPLAINT**  
**IN MORTGAGE FORECLOSURE AND DEFENDANTS' NEW MATTER**

AND NOW, come Defendants, **DONNA B. SHOEMAKER, Deceased, and**  
**THE ESTATE OF DONNA B. SHOEMAKER, per the Administrator, GAIL A.**  
**KALGREN, and GAIL A. KALGREN, Heir, and RICHARD D. SHOEMAKER, JR., Heir,**  
**and JEFFREY R. SHOEMAKER, Heir, by and through their attorneys, BLAKLEY &**  
**JONES, and answer Plaintiff's Complaint in Mortgage Foreclosure as follows:**

1. Admitted.
2. Admitted.
3. Admitted.



4. Admitted.

5. After reasonable investigation, the Defendants are unable to determine the truth or falsity of the allegations as set forth in Paragraph 5 of Plaintiff's Complaint, and therefore deny the same and demand strict proof thereof at trial.

6. Admitted insofar as Plaintiff's exhibit speaks for itself.

7. Admitted insofar as Plaintiff's exhibit speaks for itself.

8. Admitted; however, it is further averred that, by Partial Release dated January 14, 2000, and recorded in the Recorder of Deeds Office of Clearfield County, Pennsylvania, as Instrument No. 200000847, the Plaintiff did release a portion of the real property as set forth in the Mortgage dated August 12, 1996. A copy of said Partial Release of Mortgage is attached hereto and is marked Defendants' Exhibit "A."

9. After reasonable investigation, the Defendants are unable to determine the truth or falsity of the allegations as set forth in Paragraph 9 of Plaintiff's Complaint, and therefore deny the same and demand strict proof thereof at trial.

10. After reasonable investigation, the Defendants are unable to determine the truth or falsity of the allegations as set forth in Paragraph 10 of Plaintiff's Complaint, and therefore deny the same and demand strict proof thereof at trial.

11. The allegations contained within Paragraph 11 of Plaintiff's Complaint are conclusions of law and require no answer.

12. It is denied that the Plaintiff has fully complied with Act 91 [35 P.S. § 1680.401(c)] of the 1983 Session of the General Assembly ("Act 91"), as amended, of the Commonwealth of Pennsylvania, as the Plaintiff has failed to serve upon Defendants **GAIL A. KALGREN, RICHARD D. SHOEMAKER, JR., and JEFFREY R. SHOEMAKER**, notices of the Plaintiff's intent to foreclose on the aforesaid mortgage prior to instituting suit against the said Defendants.

13. After reasonable investigation, the Defendants are unable to determine the truth or falsity of the allegations as set forth in Paragraph 13 of Plaintiff's Complaint, and therefore deny the same and demand strict proof thereof at trial. Insofar as the Defendants are required to answer the allegations contained in Paragraph 13 of Plaintiff's Complaint, Defendant, **DONNA B. SHOEMAKER**, at the time of the apparent sending of the notice as set forth in Paragraph 12 of Plaintiff's Complaint, was suffering from a fatal illness, which culminated in her death on February 6, 2004.

WHEREFORE, Defendants pray this Honorable Court dismiss the Plaintiff's Complaint.

**NEW MATTER**

AND NOW, come Defendants, **DONNA B. SHOEMAKER, Deceased, and THE ESTATE OF DONNA B. SHOEMAKER, per the Administrator, GAIL A. KALGREN, and GAIL A. KALGREN, Heir, and RICHARD D. SHOEMAKER, JR., Heir,**

and **JEFFREY R. SHOEMAKER, Heir**, by and through their attorneys, **BLAKLEY & JONES**, and presents the following New Matter:

14. Defendants' hereby incorporates by reference their answers contained in Paragraphs 1 through 13 of Plaintiff's Complaint above as if each averment were set forth fully hereunder.

15. By Partial Release of Mortgage dated January 14, 2000, and recorded on January 18, 2000, in the Recorder of Deeds Office of Clearfield County, Pennsylvania, as Instrument No. 200000847, People's Savings Bank, now known as Farmers National Bank, did release from the lien of Mortgage on the property of Defendant, **DONNA B. SHOEMAKER**, as set forth in the Mortgage between the Plaintiff and the Defendant, **DONNA B. SHOEMAKER**, in the Mortgage dated August 12, 1996, and recorded on January 18, 2000, in the Recorder of Deeds Office of Clearfield County, Pennsylvania, at Deed and Record Book 1780, Page 348, and as set forth in said Partial Release of Mortgage.

16. As a result of the Partial Release of Mortgage, the only tract of real property remaining encumbered under the Mortgage of August 12, 1996, is that as set forth in "THE SECOND THEREOF," said real property being bounded and described as follows, to-wit:

THE SECOND THEREOF: ALL that certain lot, piece or parcel of land, situate, lying and being in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

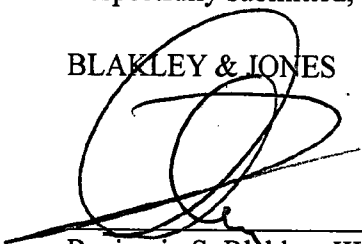
BEGINNING at a point in a township road, being the boundary between lands of the grantors and lands of John Marshall; thence in an Easterly direction along land of John Marshall, 200 feet to a point; thence in a Northerly direction in a line parallel at all times

with the aforementioned township road, a distance of 250 feet to a point; thence in a Westeriy direction along other lands of the grantors, and parallel with the Southerly boundary line of the tract herein described, a distance of 200 feet to the said township road; thence in a Southerly direction along the said township road 200 feet more or less to a point and place of beginning.

WHEREFORE, Defendants respectfully request that this Honorable Court dismiss the Plaintiff's Complaint insofar as it affects the lands of the Defendants which have been released, pursuant to the Partial Release of Mortgage of January 14, 2000.

Respectfully submitted,

BLAKLEY & JONES



Benjamin S. Blakley, III  
Attorney for Defendants

## VERIFICATION

We, the undersigned, hereby state that we are the Defendants in this action and verify that the statements made in the foregoing Defendants' Answer to Plaintiff's Complaint in Mortgage Foreclosure and Defendants' New Matter are true and correct to the best of our knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

ESTATE OF DONNA B. SHOEMAKER

Dated: 8-23-04

By: Gail A. Kalgren  
Gail A. Kalgren, Executrix

Dated: 8-23-04

Gail A. Kalgren  
Gail A. Kalgren

Dated: 8-23-04

Richard D. Shoemaker, Jr.  
Richard D. Shoemaker, Jr.

Dated: 8-25-04

Jeffrey R. Shoemaker  
Jeffrey R. Shoemaker

PARTIAL RELEASE OF MORTGAGE

Made this 14th day of JANUARY, 2000

Name of Mortgagor: DONNA SHOEMAKER

Name of Mortgagee: PEOPLES SAVINGS BANK now known as FARMER'S NATIONAL BANK

Date of Mortgage: AUGUST 12, 1996

Original Mortgage Debt: \$43,500.00

Mortgage Recorded on AUGUST 14, 1996 in the Office of the Recorder of Deeds of CLEARFIELD COUNTY, PENNSYLVANIA, in Mortgage Book Volume 1780, page 348.

WHEREAS, by the Mortgage instrument above referenced (hereinafter the "Mortgage")

DONNA SHOEMAKER (hereinafter "Mortgagor") granted and conveyed unto PEOPLES SAVINGS BANK now known as FARMERS NATIONAL BANK (hereinafter "Mortgagee") The term Mortgagee as used herein includes any heirs, successor or assign, as the case may be, the premises described in the Mortgage (hereinafter the "Property"), to secure payment of a debt instrument or instruments, as the case may be, described in the Mortgage; and

WHEREAS, the Mortgagor has requested the Mortgagee to release the premises hereinafter described, being part of the Property, from the lien of the Mortgage.

NOW, THEREFORE, in consideration of the sum of \$10,000.00 paid by Mortgagor to mortgagee, and for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, Mortgagee hereby conveys and quitclaims to Mortgagor and releases and discharges from the lien of the Mortgage, the following described premises:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN HUSTON TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS. TO WIT:

TRACT ONE:

BEING PART OF A LARGER TRACT KNOWN AS THE REYNOLDS LANDS AND BEING THE NORTH PART OF LOT NO. 9, IN A CERTAIN DIVISION OR SURVEY OF SAID REYNOLDS LANDS, MADE BY THOMAS ROSS, ESQUIRE, IN NOVEMBER 1849 AND BEGINNING AT THE NORTHEAST CORNER OF THIS TRACT, AND BEING THE NORTHWEST CORNER OF STATE FOREST LANDS; THENCE ALONG STATE FOREST



LANDS SOUTH 6 DEGREES 30 MINUTES WEST, 1195.8 FEET TO LAND OF JOHN MARSHALL; THENCE THENCE ALONG JOHN MARSHALL NORTH 84 DEGREES 00 MINUTES WEST 850.5 FEET TO A POINT; THENCE ALONG SAME SOUTH 39 DEGREES 59 MINUTES WEST, 1295.8 FEET TO LAND NOW OR FORMERLY OF J.V. HAMMOND; THENCE ALONG SAID HAMMOND NORTH 7 DEGREES 18 MINUTES EAST 1055.5 FEET; THENCE NORTH 14 DEGREES 26 MINUTES WEST, 697.0 FEET TO THE CENTER OF TOWNSHIP ROAD 401; THENCE ALONG THE CENTER OF ROAD 401 BY A CURVE TO THE RIGHT, THE CHORD OF WHICH IS NORTH 40 DEGREES 48 MINUTES WEST, 236.3 FEET TO A POINT; THENCE ALONG THE SAME NORTH 2 DEGREES 33 MINUTES EAST 412.1 FEET TO LAND OF HARRY L. MOWREY; THENCE ALONG MOWREY AND OTHER SOUTH 83 DEGREES 30 MINUTES EAST, 2001.3 FEET TO THE PLACE OF BEGINNING. CONTAINING 49.92 ACRES MORE OR LESS.

TRACT TWO:

BEGINNING AT A POINT LOCATED NORTH 32 DEGREES 08 MINUTES WEST, 465.0 FEET ALONG TOWNSHIP ROAD 401 FROM CORNER OF TRACT OF WHICH THIS WAS A PART; THENCE ALONG CENTER OF ROAD 401 NORTH 29 DEGREES 17 MINUTES WEST, 255.0 FEET; THENCE SOUTH 88 DEGREES 11 MINUTES EAST, 290.0 FEET; THENCE SOUTH 32 DEGREES 08 MINUTES EAST 162.3 FEET; THENCE SOUTH 73 DEGREES 14 MINUTES WEST, 262.7 FEET TO THE PLACE OF BEGINNING.

PROVIDED, HOWEVER, nothing contained herein shall in anyway affect, alter, or diminish the lien of the Mortgage on the remaining part of the Property; and nothing herein contained shall alter the terms of the Mortgage or the debt instrument or instruments, as the case may be, secured by the Mortgage.

Executed this 14th day of JANUARY, 2000.

FARMERS NATIONAL BANK  
Bill Newton  
WITNESS VP

Judy Winters  
JUDY WINTERS Loan Servicing Mgr.

\_\_\_\_\_  
WITNESS

COMMONWEALTH OF PENNSYLVANIA

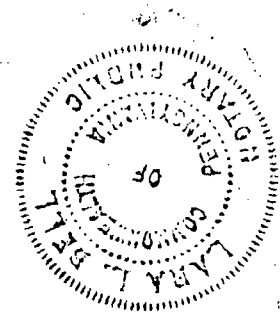
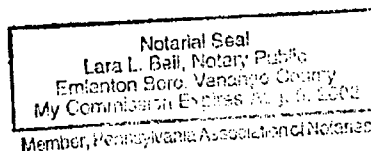
County of Venango

ON this 14th day of JANUARY, 2000, before me, a notary public, the undersigned officer, personally appeared PEOPLES SAVINGS BANK now known as FARMERS NATIONAL BANK (or satisfactorily proven) to be the person whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

Lara L. Ball  
NOTARY PUBLIC

MY COMMISSION EXPIRES:



COMMONWEALTH OF PENNSYLVANIA

County of

RECORDED ON THIS \_\_\_\_\_ DAY OF JANUARY, 2000 IN THE RECORDER'S OFFICE OF THE SAID COUNTY, IN MORTGAGE BOOK VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_.

GIVE UNDER MY HAND AND SEAL OF THIS SAID OFFICE THE DAY AND YEAR AFORESAID.

\_\_\_\_\_  
RECORDER

MAIL TO: NATIONAL REAL ESTATE LOAN SERVICES  
290 BILMAR DRIVE  
PITTSBURGH, PA 15205

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200000847

RECORDED ON  
Jan 18, 2000  
2:57:47 PM

RECORDING FEES - \$13.00  
RECORDER  
COUNTY IMPROVEMENT \$1.00  
FUND  
RECORDER IMPROVEMENT FUND \$1.00  
STATE WRIT TAX \$0.50  
TOTAL \$15.50

ARZYS



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

FARMERS NATIONAL BANK OF EMLENTON,

Plaintiff,

v.

DONNA B. SHOEMAKER, Deceased, and  
THE ESTATE OF DONNA B. SHOEMAKER,  
per the Administrator, GAIL A.  
KALGREN, and GAIL A. KALGREN,  
Heir, and RICHARD D. SHOEMAKER,  
JR., Heir, and JEFFREY R. SHOEMAKER,  
Heir, Defendants.

DEFENDANTS' ANSWER TO  
PLAINTIFF'S COMPLAINT IN MORTGAGE  
FORECLOSURE AND DEFENDANTS'  
NEW MATTER

No. 04-1000-C.D.

FILED

AUG 31 2004

William A. Shaw  
Prothonotary

LAW OFFICES  
**BLAKLEY & JONES**  
90 BEAVER DRIVE - BOX 6  
DUBOIS, PA 15801

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

FARMERS NATIONAL BANK OF  
EMLENTON,

Plaintiff,

vs.

DONNA B. SHOEMAKER, Deceased,  
and THE ESTATE OF DONNA B.  
SHOEMAKER, per the Administrator,  
GAIL A. KALGREN, and GAIL A.  
KALGREN, Heir, and RICHARD D.  
SHOEMAKER, JR., Heir, and JEFFREY  
R. SHOEMAKER, Heir,

Defendants.

) NO. 04-1000-C.D.  
)  
) Type of Case: CIVIL ACTION  
)  
) Type of Pleading:  
) CERTIFICATE OF SERVICE  
)  
) Filed on Behalf of: DEFENDANTS  
)  
) Counsel of Record:  
) BENJAMIN S. BLAKLEY, III, ESQ.  
) Supreme Court no. 26331  
)  
) BLAKLEY & JONES  
) 90 Beaver Drive, Box 6  
) Du Bois, Pa 15801  
) (814) 371-2730

FILED

m/2:47/01  
SEP 01 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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

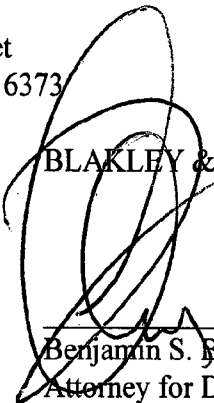
FARMERS NATIONAL BANK OF	)	NO. 04-1000-C.D.
EMLENTON,	)	
	)	
Plaintiff,	)	
vs.	)	
	)	
DONNA B. SHOEMAKER, Deceased,	)	
and THE ESTATE OF DONNA B.	)	
SHOEMAKER, per the Administrator,	)	
GAIL A. KALGREN, and GAIL A.	)	
KALGREN, Heir, and RICHARD D.	)	
SHOEMAKER, JR., Heir, and JEFFREY	)	
R. SHOEMAKER, Heir,	)	
	)	
Defendants.	)	

**CERTIFICATE OF SERVICE**

I, **BENJAMIN S. BLAKLEY, III**, hereby certify that I have served a true and correct copy of Defendants' Answer to Plaintiff's Complaint in Mortgage Foreclosure and Defendants' New Matter upon counsel for the Plaintiff on this 31<sup>st</sup> day of August, 2004, by depositing the same with the United States Postal Service via First-Class Mail, postage pre-paid, addressed as follows:

Michael W. Sloat, Esquire  
Lynn, King & Schreffler, P.C.  
P O Box 99  
606 Main Street  
Emlenton PA 16373

BLAKLEY & JONES

  
Benjamin S. Blakley, III  
Attorney for Defendants

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

FARMERS NATIONAL BANK OF EMLENTON,

Plaintiff,

v.

DONNA B. SHOEMAKER, Deceased, and  
THE ESTATE OF DONNA B. SHOEMAKER,  
per the Administrator, GAIL A.  
KAIGREN, and GAIL A. KAIGREN,  
Heir, and RICHARD D. SHOEMAKER,  
JR., Heir, and JEFFREY R. SHOEMAKER,  
Heir,  
Defendants.

CERTIFICATE OF SERVICE

No. 04-1000-C.D.

**FILED**

SEP 01 2004

William A. Shaw  
Prothonotary/Clerk of Courts

LAW OFFICES  
**BLAKLEY & JONES**  
90 BEAVER DRIVE - BOX 6  
DUBOIS, PA 15801

FARMERS NATIONAL BANK  
OF EMLENTON,

Plaintiff,

VS.

Donna B. Shoemaker, Deceased, and  
The Estate of Donna B. Shoemaker, per  
the Administrator Gail A. Kalgren, and  
Gail A. Kalgren, Heir, and  
Richard D. Shoemaker, Jr., Heir, and  
Jeffrey R. Shoemaker, Heir,

Defendants.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

No. 04- 1000 - CD

**PRAECIPE TO DISCONTINUE**

TO THE PROTHONOTARY:

Please mark the above captioned action withdrawn and discontinued as to the Defendants.



Michael W. Sloat, Esq.  
Attorney for Plaintiff  
I. D. No. 89076  
606 Main Street, Box 99  
Emlenton, PA 16373  
(724) 867-5921

FILED

*in 2:19 PM 100 + Cert. to Atty.*

OCT 04 2004

William A. Shaw  
Prothonotary

FARMERS NATIONAL BANK  
OF EMLENTON,

Plaintiff,

VS.

Donna B. Shoemaker, Deceased, and  
The Estate of Donna B. Shoemaker, per  
the Administrator Gail A. Kalgren, and  
Gail A. Kalgren, Heir, and  
Richard D. Shoemaker, Jr., Heir, and  
Jeffrey R. Shoemaker, Heir,

Defendants.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

No. 04- 1000 - CD

**PRAECIPE TO DISCONTINUE**

TO THE PROTHONOTARY:

Please mark the above captioned action withdrawn and discontinued as to the Defendants.



Michael W. Sloat, Esq.  
Attorney for Plaintiff  
I. D. No. 89076  
606 Main Street, Box 99  
Emlenton, PA 16373  
(724) 867-5921

FILED

*m 2:19 pm 100 & Cert. to Atty.*

OCT 04 2004

William A. Shaw  
Prothonotary

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

**CIVIL DIVISION**

**Farmers National Bank of Emlenton**

**Vs.**

**No. 2004-01000-CD**

**Donna B. Shoemaker  
Donna B. Shoemaker Estate  
Gail A. Kalgren  
Richard D. Shoemaker Jr.  
Jeffrey R. Shoemaker**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 4, 2004, marked:

Discontinued, Settled and Ended.

Record costs in the sum of \$239.00 have been paid in full by Attorney Sloat.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 4th day of October A.D. 2004.

---

William A. Shaw, Prothonotary