

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

S & T BANK,

Plaintiff,

vs.

RONALD L. CLOAK and JOY M.
CLOAK,

Defendants.

: No. 04 - 1384 C.D.
:
: Type of Case: MORTGAGE FORECLOSURE
:
: Type of Pleading: COMPLAINT
:
: Filed on Behalf of: S & T BANK, Plaintiff
:
: Counsel of Record for this Party:
:
: PAULA M. CHERRY, ESQ.
: Supreme Court No.: 36023
:
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
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Prothonotary/Clerk of Courts

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ACTION OF MORTGAGE
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FORECLOSURE
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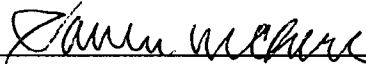
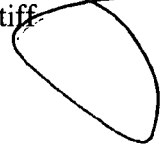
NOTICE

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 claims or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

COURT ADMINISTRATOR
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Plaintiff 

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK,	:	
	:	
Plaintiff,	:	No. 04 - _____ C.D.
	:	
vs.	:	
	:	ACTION OF MORTGAGE
RONALD L. CLOAK and JOY M. ,	:	FORECLOSURE
CLOAK,	:	
	:	
Defendants.	:	

COMPLAINT

NOW comes S & T BANK, Plaintiff, by and through its Attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and files this Complaint as follows:

1. The Plaintiff, S & T BANK, Mortgagee, is a corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, duly registered to do business in the Commonwealth of Pennsylvania, in accordance with the Act of Assembly, so providing, and with an office located at 456 Main Street, P.O. Box D, Brockway, Pennsylvania 15824.
2. The Defendants, RONALD L. CLOAK and JOY M. CLOAK, are husband and wife, who reside at 310 East Weber Avenue, DuBois, Clearfield County, Pennsylvania 15801-2065.
3. The Defendants are the real owners of the premises herein described.
4. On April 10, 2000, RONALD L. CLARK and JOY M. CLOAK, made, executed and delivered a Mortgage upon premises hereinafter described to S & T BANK, Plaintiff, which Mortgage was recorded in the Office of the Register and Recorder of Clearfield County,

Pennsylvania, as Instrument No. 200004776, on April 10, 2000. A copy of said Mortgage is attached hereto and made a part hereof as Exhibit "A".

5. Said Mortgage has not been assigned.

6. The premises subject to said Mortgage is described in Exhibit "B" attached hereto and made a part hereof and is situate in the City of DuBois, Clearfield County, Pennsylvania.

7. That said Mortgage is in default because:

(a) The principal thereof became due and payable on April 1, 2004, and by the terms of said Mortgage is collectable forthwith;

(b) Interest payments upon the said Mortgage due for the period from March 1, 2004, to August 10, 2004, are due and have not been paid and, by the terms of the said Mortgage, upon default of such payment, the whole of said principal and all interest due thereon is collectable forthwith.

8. The following amounts are due on the Mortgage:

(a) Principal	\$33,206.49
(b) Interest from March 1, 2004, to August 10, 2004	1,559.62
(c) Late charges	16.20
(d) Escrow deficiency	702.54
(e) Attorney's collection fee	<u>1,738.31</u>
Total	\$37,223.16

9. That in accordance with Act VI and Act 91, the Defendants were each served with notice of intention to institute mortgage foreclosure proceedings and notice as required under

the Homeowner's Emergency Mortgage Assistance Program by Combined Notice dated July 12, 2004. Said Combined Notice was sent to Defendants, RONALD L. CLOAK and JOY M. CLOAK, by certified mail, return receipt requested, to their last known address, which is also the property address, of 310 East Weber Avenue, DuBois, Pennsylvania 15801-2065. A copy of said Combined Notice is attached hereto and made a part hereof as Exhibit "C".

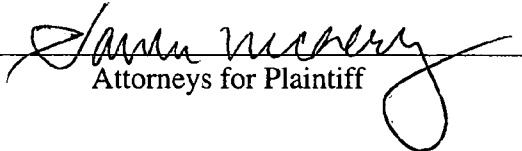
10. That the Promissory Note provides for a late charge in an amount of Five Percent (5.000%) of any such overdue payment. Attached hereto is a copy of said Promissory Note marked as Exhibit "D".

11. That Defendants, RONALD L. CLOAK and JOY M. CLOAK, had filed for Chapter 7 Relief under the United States Bankruptcy Code, Bankruptcy No. 04-24403-BM, and upon consideration of the Motion for Relief from the Automatic Stay filed by S & T BANK, the United States Bankruptcy Court for the Western District of Pennsylvania, ordered that the automatic stay be terminated as it affected the interest of S & T BANK in the real property and all improvements thereon of the debtors known and numbered as 310 East Weber Avenue, DuBois, Pennsylvania 15801 and as described in Mortgage of record in the Office of the Recorder of Clearfield County, Pennsylvania, in Instrument Number 200004776; and thus, S & T BANK is authorized to proceed with its Mortgage Foreclosure Action. Attached hereto and made a part hereof as Exhibit "E" is a copy of the Order of Court terminating the automatic stay.

WHEREFORE, Plaintiff demands judgment against the Defendants in the sum of THIRTY-SEVEN THOUSAND TWO HUNDRED TWENTY-THREE DOLLARS and

SIXTEEN CENTS (\$37,223.16), together with interest from August 11, 2004, at the daily rate of \$8.1655303 and costs.

GLEASON, CHERRY AND CHERRY, L.L.P.

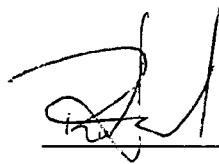
By 
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

:
: SS.

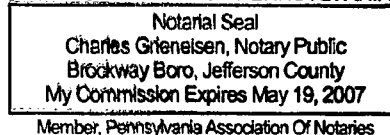
COUNTY OF Jefferson

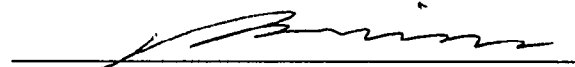
On this, the 31 day of August, 2004, before me, the undersigned officer, a Notary Public, personally appeared Robert French who acknowledged himself to be the VICE PRESIDENT of S & T BANK, the foregoing corporation, and that as such, he, being authorized by such corporation to do so, and being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief, and that he executed the foregoing instrument for the purposes therein contained by signing his name thereon as such, and by virtue and in pursuance of the authority therein conferred upon him as such Vice President, acknowledged the same to be the act and deed of the said corporation.



Sworn to and subscribed before me this 31 day of August, 2004.

COMMONWEALTH OF PENNSYLVANIA




Notary Public
My commission expires: 5-19-07

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200004776

RECORDED ON
APR 10, 2000
1:59:59 PM

RECORDING FEES - \$19.00
REORDER

QUANTITY-IMPROVEMENT \$1.00
UND

REORDER \$1.00
IMPROVEMENT FUND

TATE WRIT TAX \$0.50
TOTAL \$21.50

B. Cloak

WHEN RECORDED MAIL TO

S & T BANK ATTENTION: Loan Servicing
PO BOX 190
INDIANA, PA 15701

Loan Number : 1000278133-00003

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 10, 2000
The mortgagor is Ronald L. Cloak and Joy M. Cloak

S & T BANK ("Borrower"). This Security Instrument is given to
which is organized and existing under the laws of COMMONWEALTH OF PENNSYLVANIA, and whose address is
800 PHILADELPHIA STREET, INDIANA, PA 15701

("Lender"). Borrower owes Lender the principal sum of
Thirty-Six Thousand Dollars And 00/100
Dollars (U.S.\$ 36,000.00). 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
May 1, 2020. 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
City of DuBois, Clearfield County, Pennsylvania:

SEE ATTACHED LEGAL DESCRIPTION

which has the address of 310 East Weber Avenue
[Street]
Pennsylvania 15801 ("Property Address");
[Zip Code]

DuBois
[City]

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

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

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

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

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

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

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

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

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

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

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

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender

requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

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

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

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

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

10. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT -- Uniform Covenants 9/90 (page 3 of 6 pages)

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

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

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

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

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

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

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

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, required 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). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice 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 on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 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. Waiver. 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 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 contained in pages 1 through 4 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Marlene E. Duttry
Marlene E. Duttry

Ronald L. Cloak (Seal)
Ronald L. Cloak Borrower
Joy M. Cloak (Seal)
Joy M. Cloak Borrower

(Seal)
Borrower

(Seal)
Borrower

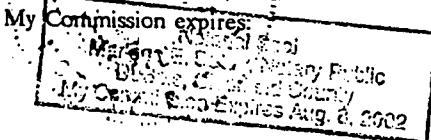
COMMONWEALTH OF PENNSYLVANIA, Clearfield

County ss:

On this, the 10th day of April 2000, before me, **MARLENE E. DUTTRY,**
a **Notary Public** the undersigned officer, personally appeared **Ronald L. Cloak and**
Joy M. Cloak

known to me (or satisfactorily proven)
to be the persons whose names are subscribed to the within instrument and acknowledged
that they executed the same for the purpose therein contained.

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



Marlene E. Duttry
NOTARY PUBLIC

Title of Officer

CERTIFICATE OF RESIDENCE I,

do hereby certify that the correct address of the within named lender is
800 PHILADELPHIA STREET, INDIANA, PA 15701

Witness my hand this 10th day of April, 2000

[Signature]
Agent of Lender

ALL that certain lot or piece of land, situated in the City of Du Bois, County of Clearfield, and State of Pennsylvania, known and numbered in the H.S. Knarr Second Addition to the said City of Du Bois, as Lot No. 19 bounded and described as follows to wit:

BEGINNING at a post at the South side of Weber Avenue, at the corner of an alley and corner of Lot No. 19 as per H.S. Knarr's Second Addition to the City of Du Bois; thence along line of said alley, one hundred twenty-nine (129) feet to a post at an alley in the rear; thence along line of said rear alley, forty (40) feet to a post at said Lot No. 18 of the same addition; thence along the line of Lot No. 18 of one hundred twenty-nine (129) feet to line of Weber Avenue; thence along line of Weber Avenue, forty (40) feet to a post and place of beginning.

EXCEPTING AND RESERVING all other exceptions and reservations that may appear of record in previous deeds.

BEING the same premises which became vested in the Mortgagors herein by deed of Barbara Johnson, et al, dated February 17, 2000 and not yet recorded but intended to be prior to the recording of this mortgage.

EXHIBIT "A"

ALL that certain lot or piece of land, situated in the City of Du Bois, County of Clearfield, and State of Pennsylvania, known and numbered in the H.S. Knarr Second Addition to the said City of Du Bois, as Lot No. 19 bounded and described as follows to wit:

BEGINNING at a post at the South side of Weber Avenue, at the corner of an alley and corner of Lot No. 19 as per H.S. Knarr's Second Addition to the City of Du Bois; thence along line of said alley, one hundred twenty-nine (129) feet to a post at an alley in the rear; thence along line of said rear alley, forty (40) feet to a post at said Lot No. 18 of the same addition; thence along the line of Lot No. 18 of one hundred twenty-nine (129) feet to line of Weber Avenue; thence along line of Weber Avenue, forty (40) feet to a post and place of beginning.

EXCEPTING AND RESERVING all other exceptions and reservations that may appear of record in previous deeds.

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

The Commonwealth of Pennsylvania's
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE
PROGRAM

may be able to help 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 need more information call the
PENNSYLVANIA HOUSING FINANCE AGENCY
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 IMMEDIATAMENTE 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.

Exhibit "C"



MEMBER FDIC

RESOURCE RECOVERY

456 Main Street
PO Box 12
Brockway, PA 15824

814-268-1130
Fax 814-268-1126

July 12, 2004

RONALD L CLOAK
JOY M CLOAK
310 EAST WEBER AVENUE
DUBOIS PA 15801-2065

RE: Mortgage Loan #368-01000278133 Note number 00003

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.

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.

If you meet with one of the consumer credit counseling agencies listed at the end of this notice, S & T Bank may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone number 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 S & T Bank immediately of your intentions.

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 S & T Bank, you have the right to apply for financial assistance from the Homeowner's 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.

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

The MORTGAGE held by S & T Bank on your property located in The City of DuBois, Clearfield County, State of Pennsylvania, **IS SERIOUSLY IN DEFAULT** (because you have not made the monthly payment of \$441.00 for the months of March, April, May, June and July, 2004 for a total of \$2,205.00). Late charges (and other costs) have also accrued to date in the amount of \$16.20. The total amount past due required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is **\$2,221.20**.

You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO S & T BANK, 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:

S & T Bank
Resource Recovery Department
456 Main Street, PO Box D
Brockway, PA 15824

If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **S & T BANK INTENDS TO EXERCISE IT RIGHTS TO ACCELERATE THE MORTGAGE DEBT.** This means that the entire outstanding balance of this debit 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, S & T Bank also intends to instruct its attorneys to start legal action to **FORECLOSE UPON YOUR MORTGAGED PROPERTY.**

The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If S & T Bank refers your case to its attorneys, but you cure the delinquency before S & T Bank begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by S & T Bank even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe S & T Bank, 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.**

S & T Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

If you have not cured the default within the THIRTY (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 S & T Bank 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.**

It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **APPROXIMATELY 6 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 is required or action will be by contacting a representative from S & T Bank at:

S & T Bank
Resource Recovery Department
456 Main Street, PO Box D
Brockway, PA 15824
Phone: 814-268-1130 Fax: 814-268-1126

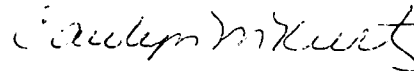
You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by S & T Bank at any time.

Ronald L. Cloak
Joy M. Cloak
July 12, 2004
Page 4 of 4

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

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

Very truly yours,



Carolyn M. Kurtz
Resource Recovery Officer

CMK/jlm
Enclosure

CLEARFIELD COUNTY

CCCS of Northeastern PA
208 W. Hamilton Avenue
Suite 1, Hamilton Square
State College, PA 16801
(814) 238-3668
Fax: (814) 238-3669

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
(888) 599-2227 ext 108

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(888) 599-2227 ext 108
Fax: (814) 944-5747

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

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

Loan Number : 1000278133-00003

NOTE

April 10, 2000
[Date]

INDIANA
[City]

PA
[State]

310 East Weber Avenue, DuBois, PA 15801
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 36,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is S & T BANK

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 9.000 %.

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 June 1, 2000. 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 May 1, 2020, 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
800 Philadelphia Street, Indiana, PA 15701
or any office of S&T Bank

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. \$ 323.91

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % 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 of all amounts I owe under this Note. Some of those conditions are described as follows:

Form 3200 12

GREATLAN

To Order Call: 1-800-530-9393 ☐ Fax 616-791-

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.

Borrower has executed and acknowledges receipt of pages 1 through 3 of this Note.

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

Ronald L. Cloak
Ronald L. Cloak

(Seal)
-Borrower

Joy M. Cloak
Joy M. Cloak

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

PREFERRED RATE MORTGAGE ADDENDUM TO NOTE

This addendum to Note is made this 10th day of April, 2000, by and between Ronald L. Cloak and Joy M. Cloak ("Borrower") and S&T Bank a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, whose address is 800 Philadelphia Street, Indiana, PA 15701:

WHEREAS, Lender has loaned the principal sum Thirty-Six Thousand Dollars And 00/100 Dollars (\$ 36,000.00) to Borrower, as evidenced by the attached Note ("Note") of even date and executed by Borrower, and

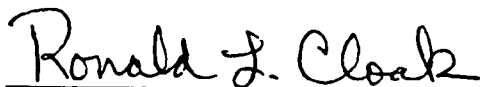
WHEREAS, for mutual considerations, Borrower and Lender desire to amend and supplement the terms and conditions of the Note.

NOW, THEREFORE, it is agreed by and between Borrower and Lender, that the following provision is added to and hereby incorporated in and made a part of the terms and conditions of said Note, to-wit:

- A. It is hereby agreed and understood that so long as Borrower meets the following conditions, the note rate will be 9.00% and the monthly principal & interest payment will be \$ 323.91 : (i) I (we) must establish and maintain with Lender, until this Note is paid in full, a demand deposit checking account; (ii) I (we) must authorize Lender to automatically deduct from the above mentioned checking account the amount of my monthly payment due under this Note; (iii) I (we) will maintain a checking account in good standing; (iv) I (we) will not revoke such authorization before this Note is paid in full. Should I (we) fail to meet these conditions at any time prior to maturity, notwithstanding anything to the contrary stated in the Note, the interest rate set forth in the Addendum to Note shall automatically be increased by .25% to a note rate of 9.25% and the amount of my monthly payment shall be increased in an amount sufficient to repay the principal balance then outstanding in substantially equal installments over the remaining term of this Note at the Note rate.

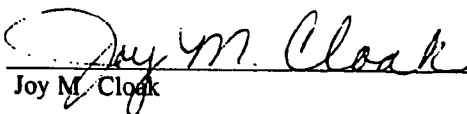
In the event of any conflict between the terms and conditions of this Addendum with the terms and conditions of the Note, the terms and conditions of this Addendum shall control.

By signing below, Borrower accepts and agrees to the terms and conditions contained in this Addendum.



Ronald L. Cloak

4/10/2000



Joy M. Cloak

4/10/2000

DEFAULT O/E - BMUNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:)	Bankruptcy No. 04-24403-BM
)	
RONALD L. CLOAK and JOY M.)	
CLOAK,)	
)	
Debtors,)	Chapter No. 7
-----)	
S&T BANK,)	Docket No.: 7
)	
Movant,)	
)	
v.)	
)	
RONALD L. CLOAK and JOY M.)	
CLOAK and LISA M. SWOPE,)	
ESQUIRE, TRUSTEE,)	
)	
Respondents.)	

ORDER OF COURT

AND NOW, to-wit, this 7-7-04 day of _____, 2004, upon consideration of the Motion for Relief from the Automatic Stay filed by S&T Bank, it is hereby ORDERED, ADJUDGED and DECREED that the Motion is granted and that the automatic stay be and hereby is terminated as it affects the interest of S&T Bank in the real property and all improvements thereon of the Debtor known and numbered as 310 East Weber Avenue, DuBois, Pennsylvania 15801 and as described in a Mortgage of record in the office of the Recorder of Deeds of Clearfield County, Pennsylvania in Instrument Number 200004776.

FILED


United States Bankruptcy Judge J.

JUL 7 2004

CLERK, U.S. BANKRUPTCY COURT
WEST. DIST. OF PENNSYLVANIA

Exhibit "E"

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

S & T BANK,

Plaintiff

vs.

RONALD L. CLOAK and JOY M. CLOAK,
Defendants

No. 04 - _____ Action of Mortgage
C.D. Foreclosure

C O M P L A I N T

To the Within Defendants:

YOU ARE HEREBY NOTIFIED TO PLEAD
TO THE WITHIN COMPLAINT WITHIN
TWENTY (20) DAYS FROM THE DATE OF
SERVICE HEREOF.

GLEASON, CHERRY AND CHERRY, L.L.P.

By *Charles M. Cherry*
Attorneys for Plaintiff

LAW OFFICES
GLEASON, CHERRY & CHERRY, L.L.P.
P. O. Box 505
Du Bois, PENNSYLVANIA 15801-0505
ONE NORTH FRANKLIN STREET

FILED

SEP 07 2004

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

S&T BANK

VS.

CLOAK, RONALD L. & JOY M.

Sheriff Docket #

16244

04-1384-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW SEPTEMBER 29, 2004 AT 12:46 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RONALD L. CLOAK, DEFENDANT AT EMPLOYMENT, DUBOIS CITY GARAGE, 10 PARKVIEW DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RONALD L. CLOAK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

NOW SEPTEMBER 29, 2004 AT 12:46 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOY M. CLOAK, DEFENDANT AT EMPLOYMENT, 213 BEAVER DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOY M. CLOAK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET

Return Costs

Cost	Description
81.37	SHERIFF HAWKINS PAID BY: <i>Atty</i>
20.00	SURCHARGE PAID BY: ATTY CK# 9414

Sworn to Before Me This

7 Day Of October 2004
William A. Shaw

So Answers,

Chester A. Hawkins
by Mandy Harris
Chester A. Hawkins
Sheriff

FILED *EGK*

OCT 07 2004

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20068
NO: 04-1384-CD

PLAINTIFF: S & T BANK
vs.
DEFENDANT: RONALD L. CLOAK AND JOY M. CLOAK

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 12/08/2004

LEVY TAKEN 02/25/2005 @ 10:45 AM

POSTED 02/25/2005 @ 10:42 AM

SALE HELD 05/06/2005

SOLD TO S & T BANK

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 06/06/2005

DATE DEED FILED 06/06/2005

PROPERTY ADDRESS 310 EAST WEBER AVENUE DUBOIS , PA 15801

FILED
02:31 PM
JUN 06 2005
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

03/16/2005 @ 10:13 AM SERVED RONALD L. CLOAK

SERVED RONALD L. CLOAK, DEFENDANT, AT HIS PLACE OF EMPLOYMENT, DUBOIS, MUNICIPAL MAINTENANCE BUILDING, PARKWAY DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA. BY HANDING TO RONALD L. CLOAK

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

03/04/2005 @ 10:20 AM SERVED JOY M. CLOAK

SERVED JOY M. CLOAK, DEFENDANT AT HER RESIDENCE 2925 WATSON HWY, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOY M. CLOAK

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20068
NO: 04-1384-CD

PLAINTIFF: S & T BANK

vs.

DEFENDANT: RONALD L. CLOAK AND JOY M. CLOAK

Execution REAL ESTATE

SHERIFF RETURN


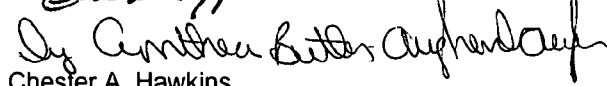
SHERIFF HAWKINS \$307.00

SURCHARGE \$40.00 PAID BY PLAINTIFF

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

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

S & T BANK,	:	
	:	No. 04 - 1384 C.D.
Plaintiff	:	
vs.	:	
	:	ACTION OF MORTGAGE
RONALD L. CLOAK and JOY M. CLOAK,	:	FORECLOSURE
Defendants	:	

WRIT OF EXECUTION

NOTICE

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

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

(1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

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

your property.

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

COURT ADMINISTRATOR
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830
(814) 765-2641 Ex. 5982

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) SS.

To satisfy the judgment, interest and costs against RONALD L. CLOAK
and JOY M. CLOAK, defendants

- (1) you are directed to levy upon the property of the defendant
and to sell his interest therein;
- (2) you are also directed to attach the property of the defendant
not levied upon in the possession of _____
(Name of Garnishee)
as garnishee,

(Specifically describe property)
and to notify the garnishee that

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

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

(a) Principal	\$33,206.49
(b) Interest from March 1, 2004, to August 10, 2004	1,559.62
(c) Late charges	16.20
(d) Escrow deficiency	702.54
(e) Attorney's collection fee	<u>1,738.31</u>
	\$37,223.16
(f) Costs and additional interest to be added	Prothonotary costs <u>125.00</u>

Received December 8, 2004 @ 3:00 P.M. WILLIAM A. SHAW, PROTHONOTARY:

Charles A. Kauter

By William A. Shaw
of Cynthia Butler-Caplan, Esq.

By

(Deputy)

12/8/04

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME RONALD L. CLOAK

NO. 04-1384-CD

NOW, June 06, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on May 06, 2005, I exposed the within described real estate of Ronald L. Cloak And Joy M. Cloak to public venue or outcry at which time and place I sold the same to S & T BANK he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	14.25
LEVY	15.00
MILEAGE	14.25
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.55
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	76.95
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$307.00

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$28.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	33,206.49
INTEREST @ %	0.00
FROM 08/11/2004 TO 05/06/2005	

PROTH SATISFACTION	
LATE CHARGES AND FEES	16.20
COST OF SUIT-TO BE ADDED	103.47
FORECLOSURE FEES	
ATTORNEY COMMISSION	1,738.31
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	1,571.32
PROPERTY INSPECTIONS	
INTEREST	4,012.77
MISCELLANEOUS	

TOTAL DEBT AND INTEREST	\$40,688.56
--------------------------------	--------------------

COSTS:

ADVERTISING	298.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	307.00
LEGAL JOURNAL COSTS	169.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,072.50

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

CHESTER A. HAWKINS, Sheriff

LAW OFFICES
GLEASON, CHERRY AND CHERRY, L.L.P.
P.O. Box 505
DuBois, PENNSYLVANIA 15801-0505
ONE NORTH FRANKLIN STREET

TONI M. CHERRY
PAULA M. CHERRY
EDWARD V. CHERRY
1950-1990
JAMES A. GLEASON
1946-1975

AREA CODE 814
371-5800
FAX NUMBER
(814) 371-0936

March 17, 2004

Sheriff Chester A. Hawkins
Office of the Sheriff
Clearfield County Courthouse
2nd & Market Streets
Clearfield, PA 16830

Attention: CINDY

RE: S&T BANK vs. RONALD L. CLOAK and JOY M. CLOAK
Mortgage Foreclosure Action
No. 04 - 1384 C.D

Dear Sheriff Hawkins:

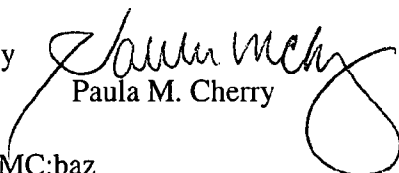
We understand from speaking with Cindy of your office that service of the Writ in the above-referenced Mortgage Foreclosure Action was not made on the Defendants within the required time period for the Sale to be held on Friday, April 1, 2005, as previously scheduled. Accordingly, we would ask that you please continue the Sheriff's Sale of the property which is the subject of the above-set forth Mortgage Foreclosure Action, and reschedule the same for the May sale, which we understand has been set for May 6, 2005.

Thank you.

Very truly yours,

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Paula M. Cherry

PMC:baz

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK,

Plaintiff,

No. 04 - 1384 C.D.

vs.

ACTION OF MORTGAGE

RONALD L. CLOAK and JOY M.

FORECLOSURE

CLOAK,

Defendants.

P R A E C I P E

TO: WILLIAM A. SHAW, PROTHONOTARY

William A. Shaw
Prothonotary/Clerk of Courts

FILED

DEC 08 2004

Ref
Any pd. 2000
10:51/81 Notice to Defs.
Statement to
Atty

Dear Sir:

Enter judgment against the above-named Defendants, RONALD L. CLOAK and JOY M. CLOAK, and in favor of the Plaintiff, S & T BANK, in the sum of THIRTY-SEVEN THOUSAND TWO HUNDRED TWENTY-THREE DOLLARS and SIXTEEN CENTS (\$37,223.16), for failure to file an Answer within Twenty (20) days from service of the Complaint and for further failure to file an Answer within Ten (10) days from service of a Ten-day Default Notice, which Notice was served on Defendants on October 25, 2004, a copy of which is attached hereto and made a part hereof as Exhibit "A".

Dated this 8th day of December, 2004.

GLEASON, CHERRY AND CHERRY, L.L.P.

By *Dawn M. Cherry*
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK,

Plaintiff,

vs.

RONALD L. CLOAK and JOY M. ,
CLOAK,

Defendants.

:

:

:

:

:

:

:

No. 04 - 1384 C.D.

ACTION OF MORTGAGE

FORECLOSURE

TO: RONALD L. CLOAK
533½ Locust Street
P.O. Box 223
DuBois, PA 15801

JOY M. CLOAK
2925 Watson Highway
DuBois, PA 15801

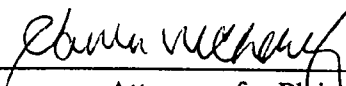
Date of Notice: October 25, 2004

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Office of the Court Administrator
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

GLEASON, CHERRY AND CHERRY, L.L.P.

By 

Attorneys for Plaintiff
One North Franklin Street
P.O. Box 505
DuBois, PA 15801-0505

Exhibit "A"

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

COPY

S & T BANK,

Plaintiff

No. 04 - 1384 C.D.

vs.

RONALD L. CLOAK and JOY M. CLOAK,

Defendants

NOTICE is given that a JUDGMENT in the above captioned matter
has been entered against you in the amount of \$ 37,223.16, plus interest and
costs of suit,
on December 8, 2004 ~~XXXX13XXX~~.

WILLIAM A. SHAW, PROTHONOTARY:

By

Deputy

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

COPY

S & T BANK,

Plaintiff

No. 04 - 1384 C.D.

vs.

RONALD L. CLOAK and JOY M. CLOAK,

Defendants

NOTICE is given that a JUDGMENT in the above captioned matter
has been entered against you in the amount of \$ 37,223.16, plus interest and
costs of suit,
on December 8, 2004 ~~XXXXXX~~.

WILLIAM A. SHAW, PROTHONOTARY:

By

Deputy

COPY

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

S & T Bank
Plaintiff(s)

No.: 2004-01384-CD

Real Debt: \$37,223.16

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Ronald L. Cloak
Joy M. Cloak
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 8, 2004

Expires: December 8, 2009

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

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

Praeipie for Writ of Execution - Money Judgments.

S & T BANK,

Plaintiff

vs.

RONALD L. CLOAK and JOY M. CLOAK,
Defendants

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

NO. 04 - 1384 C.D.

Term, ~~18~~

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

- (1). directed to the Sheriff of Clearfield County;
- (2). against the following property See Exhibit "A", attached hereto and made a part
hereof of defendant(s) and
- (3). against the following property in the hands of (name) _____ garnishee;
- (4). and index this writ

(a) against RONALD L. CLOAK and JOY M. CLOAK
_____ defendant(s) and

(b) against _____, as garnishee,
as a lis pendens against real property of the defendant(s) in name of garnishee as follows:

(Specifically describe property)

(If space insufficient attach extra sheets)

(5). Amount due \$ 37,223.16

Interest from August 11, 2004, at the daily rate of \$8.1655303 \$ _____

Costs (to be added) **Prothonotary costs** _____

GLEASON, CHERRY AND CHERRY, L.L.P.: 125.00

By

[Signature]
Attorney for Plaintiff(s)

FILED

1002
DEC 08 2004

10:55/61 le writes to Sheriff
Aug 20. 20.00
William A. Shroy
Prothonotary, Clerk of Courts

Proth'y. No. 63

No. 04 - 1384 C.D. Term, 18^x
No. Term, 19
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

S & T BANK,
Plaintiff
vs.

RONALD L. CLOAK and JOY M. CLOAK,
Defendants

Praecipe for Writ of Execution

RECEIVED WRIT THIS day
of A D, 19
at M.
Sheriff

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT	37,223	16
Interest from 8/11/04		
Prothonotary - - -	125	00
Use Attorney - -		
Use Plaintiff - -		
Attorney's Comm. -		
Satisfaction - - -		
Sheriff - - - - -		

GLEASON, CHERRY AND CHERRY, L.L.P.:

By Attorney for Plaintiff(s)

Exhibit "A"

ALL that certain lot or piece of land, situated in the City of Du Bois, County of Clearfield, and State of Pennsylvania, known and numbered in the H.S. Knarr Second Addition to the said City of Du Bois, as Lot No. 19 bounded and described as follows to wit:

BEGINNING at a post at the South side of Weber Avenue, at the corner of an alley and corner of Lot No. 19 as per H.S. Knarr's Second Addition to the City of Du Bois; thence along line of said alley, one hundred twenty-nine (129) feet to a post at an alley in the rear; thence along line of said rear alley, forty (40) feet to a post at said Lot No. 18 of the same addition; thence along the line of Lot No. 18 of one hundred twenty-nine (129) feet to line of Weber Avenue; thence along line of Weber Avenue, forty (40) feet to a post and place of beginning.

EXCEPTING AND RESERVING all other exceptions and reservations that may appear of record in previous deeds.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK,		:	
	Plaintiff	:	No. 04 - 1384 C.D.
vs.		:	
		:	ACTION OF MORTGAGE
RONALD L. CLOAK and JOY M. CLOAK,		:	FORECLOSURE
Defendants		:	

WRIT OF EXECUTION

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IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE,
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FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830
(814) 765-2641 Ex. 5982

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD } SS.

To satisfy the judgment, interest and costs against RONALD L. CLOAK
and JOY M. CLOAK , defendants

- (1) you are directed to levy upon the property of the defendant
and to sell his interest therein;
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not levied upon in the possession of _____
(Name of Garnishee)
as garnishee,

(Specifically describe property)
and to notify the garnishee that

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

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

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(e) Attorney's collection fee	<u>1,738.31</u>
	\$37,223.16
(f) Costs and additional interest to be added	Prothonotary costs <u>125.00</u>

WILLIAM A. SHAW, PROTHONOTARY:

By William A. Shaw 12/18/04
(Deputy)

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines,
uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

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

S & T BANK,
Plaintiff,
vs.
RONALD L. CLOAK and JOY M.
CLOAK,
Defendants.

No. 04 - 1384 C.D.
ACTION OF MORTGAGE
FORECLOSURE


AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

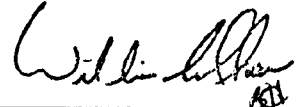
FILED ^②
12/10:49/04
DEC 08 2004
William A. Shaw
Prothonotary/Clerk of Courts

Personally appeared before me, the undersigned officer, PAULA M. CHERRY,
Attorney for S & T BANK, Plaintiff, who, being duly sworn according to law, deposes and
says that the last known address of the above-named Defendant, RONALD L. CLOAK, is
533½ Locust Street, P.O. Box 223, DuBois, Pennsylvania 15801; and that the last known
address of the above-named Defendant, JOY M. CLOAK, is 2925 Watson Highway, DuBois,
Pennsylvania 15801.

Further deponent saith not.


Paula M. Cherry

Sworn to and subscribed before me this 8th day of December, 2004.



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

FILED ^{ice}
D/O: 4/30/04 Sheriff
DEC 08 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

S & T BANK,	:	
	:	
Plaintiff,	:	No. 04 - 1384 C.D.
vs.	:	
	:	
	:	ACTION OF MORTGAGE
RONALD L. CLOAK and JOY M.	:	FORECLOSURE
CLOAK,	:	
	:	
Defendants.	:	

AFFIDAVIT PURSUANT TO RULE 3129.1

S & T BANK, Plaintiff in the above Action, sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located in the City of DuBois, Clearfield County, Pennsylvania, more particularly described in Exhibit "A" attached hereto and made a part hereof.

1. Names and addresses of Owners or Reputed Owners:

<u>Name</u>	<u>Address</u>
RONALD L. CLOAK	533½ Locust Street P.O. Box 223 DuBois, PA 15801
JOY M. CLOAK	2925 Watson Highway DuBois, PA 15801

2. Names and addresses of Defendants in the Judgment:

<u>Name</u>	<u>Address</u>
RONALD L. CLOAK	533½ Locust Street P.O. Box 223 DuBois, PA 15801

JOY M. CLOAK

2925 Watson Highway
DuBois, PA 15801

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

<u>Name</u>	<u>Address</u>
S & T BANK	456 Main Street P.O. Box D Brockway, PA 15824

4. Names and addresses of the last recorded holder of every Mortgage of record:

<u>Name</u>	<u>Address</u>
S & T BANK	456 Main Street P.O. Box D Brockway, PA 15824
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.	P.O. Box 2026 Flint, MI 48501-2026

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

<u>Name</u>	<u>Address</u>
DOMESTIC RELATIONS SECTION	230 East Market Street Suite 300 Clearfield, PA 16830

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

<u>Name</u>	<u>Address</u>
ALEXIS STETZ CITY TREASURER	DuBois City Building P.O. Box 408 DuBois, PA 15801

CITY OF DuBOIS
BUREAU OF WATER

DuBois City Building
P.O. Box 408
DuBois, PA 15801

REDEVELOPMENT AUTHORITY

DuBois City Building
P.O. Box 408
DuBois, PA 15801

CLEARFIELD COUNTY TAX
CLAIM BUREAU

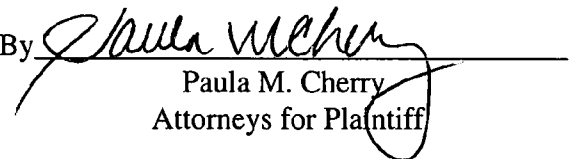
230 East Market Street
Clearfield, PA 16830

The proper municipal authorities in the City of DuBois, Clearfield County, Pennsylvania, must be contacted to obtain any unpaid bills, water or sewer charges, or amounts owing on liens and bills which may not have been placed of record in the County Courthouse.

7. Names and addresses of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale: NONE.

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

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Paula M. Cherry
Attorneys for Plaintiff

Dated: December 8, 2004

Exhibit "A"

ALL that certain lot or piece of land, situated in the City of Du Bois, County of Clearfield, and State of Pennsylvania, known and numbered in the H.S. Knarr Second Addition to the said City of Du Bois, as Lot No. 19 bounded and described as follows to wit:

BEGINNING at a post at the South side of Weber Avenue, at the corner of an alley and corner of Lot No. 19 as per H.S. Knarr's Second Addition to the City of Du Bois; thence along line of said alley, one hundred twenty-nine (129) feet to a post at an alley in the rear; thence along line of said rear alley, forty (40) feet to a post at said Lot No. 18 of the same addition; thence along the line of Lot No. 18 of one hundred twenty-nine (129) feet to line of Weber Avenue; thence along line of Weber Avenue, forty (40) feet to a post and place of beginning.

EXCEPTING AND RESERVING all other exceptions and reservations that may appear of record in previous deeds.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK,

Plaintiff,

No. 04 - 1384 C.D.

vs.

ACTION OF MORTGAGE

RONALD L. CLOAK and JOY M.

FORECLOSURE

CLOAK,

Defendants.

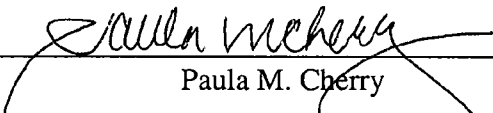
AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF CLEARFIELD :

Personally appeared before me, the undersigned officer, PAULA M. CHERRY, Attorney for S & T BANK, Plaintiff in the above action, who, being duly sworn according to law, deposes and says that service of the Notice of Sheriff's Sale in the above-captioned case was made on the parties listed in the Affidavit Pursuant to Rule 3129.1, by certified mail on the date stamped on the Receipts for Certified Mail which are hereto attached, to wit: March 1, 2005.


Paula M. Cherry

Sworn to and subscribed before me this 4th day of March, 2005.


WILLIAM A. SHAW

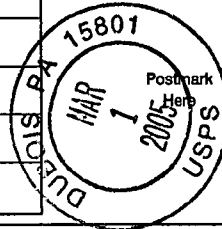
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

FILED NO
6K 012:3534 CC
MAR 04 2005
William A. Shaw
Prothonotary/Clerk of Courts

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

OFFICIAL USE

Postage	\$.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



Sent To
RONALD L. CLOAK
Street, Apt. No.; or PO Box No.
533½ Locust Street; P.O. Box 223
City, State, ZIP+ 4
DuBois, PA 15801

PS Form 3800, May 2000

See Reverse for Instructions

7000 1530 0004 0067 1123

Certified Mail Provides:

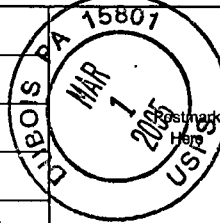
- ☒ A mailing receipt
 - ☒ A unique identifier for your mailpiece
 - ☒ A signature upon delivery
 - ☒ A record of delivery kept by the Postal Service for two years
- Important Reminders:**
- ☒ Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
 - ☒ Certified Mail is not available for any class of international mail.
 - ☒ NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
 - ☒ For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested"; To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.

- ☒ For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
 - ☒ If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.
- IMPORTANT: Save this receipt and present it when making an inquiry.**

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

C E R T I F I C A L U S E

Postage	\$.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



Sent To	
JOY M. CLOAK	
Street, Apt. No.; or PO Box No.	
2925 Watson Highway	
City, State, ZIP+4	
DuBois, PA 15801	

PS Form 3800, May 2000

See Reverse for Instructions

7000 1530 0004 0067 1116

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

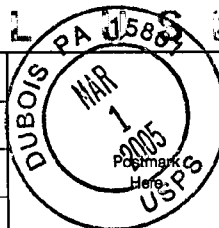
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IMPORTANT: Save this receipt and present it when making an inquiry.

OFFICIAL PA 158 SE

2000 1530 0004 0067 1109

Postage	\$.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



SYSTEMS, INC.

Sent To
MORTGAGE ELECTRONIC REGISTRATION
Street, Apt. No.; or PO Box No.
P.O. Box 2026
City, State, ZIP+ 4
Flint, MI 48501-2026
PS Form 3800, May 2000 See Reverse for Instructions

Certified Mail Provides:

■ A mailing receipt

■ A unique identifier for your mailpiece

■ A signature upon delivery

■ A record of delivery kept by the Postal Service for two years

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cle at the post office for postmarking. If a postmark on the Certified Mail

receipt is not needed, detach and affix label with postage and mail.

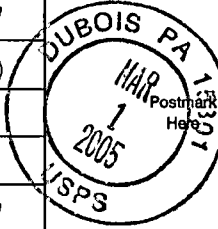
IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, May 2000 (Reverse)

102595-00-M-2004

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

OFFICIAL USE

Postage	\$.37	
Certified Fee	2.30	
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 2.67	

Sent To
DOMESTIC RELATIONS SECTION

Street, Apt. No., or PO Box No.
230 E. Market Street, Suite 300

City, State, ZIP+4
Clearfield, PA 16830

PS Form 3800, May 2000

See Reverse for Instructions

7000 1530 0004 0067 1093

Certified Mail Provides:

■ A mailing receipt

■ A unique identifier for your mailpiece

■ A signature upon delivery

■ A record of delivery kept by the Postal Service for two years

Important Reminders:

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cle at the post office for postmarking. If a postmark on the Certified Mail

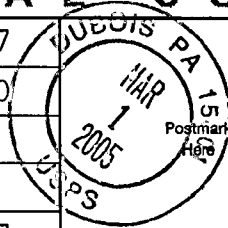
receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

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

OFFICIAL USE

Postage	\$.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



Sent To
CLEARFIELD COUNTY TAX CLAIM BUREAU
Street, Apt. No., or PO Box No.
230 East Market Street
City, State, ZIP+4
Clearfield, PA 16830

PS Form 3800, May 2000 See Reverse for Instructions

7000 1530 0004 0067 1055

Certified Mail Provides:

■ A mailing receipt

■ A unique identifier for your mailpiece

■ A signature upon delivery

■ A record of delivery kept by the Postal Service for two years

Important Reminders:

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receipt is not needed, detach and affix label with postage and mail.

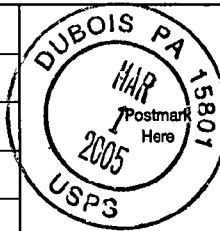
IMPORTANT: Save this receipt and present it when making an inquiry.

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



Sent To

ALEXIS STETZ, CITY TREASURER

Street, Apt. No.; or PO Box No. DuBois City Building

P.O. Box 408

City, State, ZIP+ 4

DuBois, PA 15801

PS Form 3800, May 2000

See Reverse for Instructions

7000 1530 0004 0067 1086

Certified Mail Provides:

■ A mailing receipt

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■ A signature upon delivery

■ A record of delivery kept by the Postal Service for two years

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IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, May 2000 (Reverse)

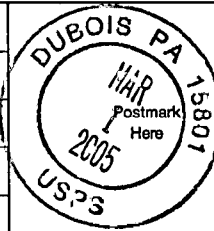
102595-00-M-2004

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

C E R T I F I C A L U S E

Postage	\$.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



Sent To

CITY OF DuBOIS, BUREAU OF WATER

Street, Apt. No.; or PO Box No. DuBois City Building

P.O. Box 408

City, State, ZIP+4

DuBois, PA 15801

PS Form 3800, May 2000

See Reverse for Instructions

7000 1530 0004 0067 1079

Certified Mail Provides:

■ A mailing receipt

■ A unique identifier for your mailpiece

■ A signature upon delivery

■ A record of delivery kept by the Postal Service for two years

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IMPORTANT: Save this receipt and present it when making an inquiry.

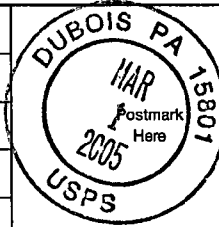
PS Form 3800, May 2000 (Reverse)

102595-00-M-2004

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

OFFICIAL USE

Postage	\$.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



Sent To DuBois City Building
REDEVELOPMENT AUTHORITY
Street, Apt. No.; or PO Box No.
P.O. Box 408
City, State, ZIP+4
DuBois, PA 15801

PS Form 3800, May 2000

See Reverse for Instructions

7000 1530 0004 0067 1062

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

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