

05-28-CD  
Northwest vs. R. Hammond et al

HAMMOND, JR. et al.

N.W. Savings Bank v. Robert Hammond Et Al  
2005-028-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100115  
NO: 05-28-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK  
VS.  
DEFENDANT: ROBERT J. HAMMOND JR. and ELAINE RAE HAMMOND

**SHERIFF RETURN**

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NOW, January 25, 2005 AT 1:15 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT J. HAMMOND JR. DEFENDANT AT 27 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROBERT HAMMOND JR, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

**FILED**

✓ FEB 23 2005  
019:40/ln  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100115  
NO: 05-28-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK

VS.

DEFENDANT: ROBERT J. HAMMOND JR. and ELAINE RAE HAMMOND

**SHERIFF RETURN**

---

NOW, January 25, 2005 AT 1:15 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ELAINE RAE HAMMOND DEFENDANT AT 27 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROBERT HAMMOND, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100115  
NO: 05-28-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK  
VS.  
DEFENDANT: ROBERT J. HAMMOND JR. and ELAINE RAE HAMMOND

**SHERIFF RETURN**

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RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HANAK	13852	20.00
SHERIFF HAWKINS	HANAK	13852	80.00
SHERIFF HAWKINS	"	17469	5.93

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
Plaintiff

CIVIL ACTION

No. 2005-28-C0

vs.

ROBERT J. HAMMOND, JR., and  
ELAINE RAE HAMMOND,  
Defendants

Type of Case:

**MORTGAGE FORECLOSURE**

Type of Pleading:

**COMPLAINT**

Filed on Behalf of:

**PLAINTIFF**

Counsel of Record for this Party:

S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801  
(814) 371-7768

**FILED**

JAN 06 2005

07:30 AM

William A. Shaw

Prothonotary/Clerk of Courts

2 CENTS TO SHFF

3 CENTS TO APP

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

NORTHWEST SAVINGS BANK,  
Plaintiff

vs. : No. \_\_\_\_\_

ROBERT J. HAMMOND, JR., and  
ELAINE RAE HAMMOND,  
Defendants

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 defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Court Administrator  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641 Ext. 1300

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

NORTHWEST SAVINGS BANK,  
Plaintiff

vs. : No. \_\_\_\_\_

ROBERT J. HAMMOND, JR., and  
ELAINE RAE HAMMOND,  
Defendants

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW, comes the Plaintiff, NORTHWEST SAVINGS BANK, by and through its attorneys, HANAK, GUIDO AND TALADAY, and brings this Complaint in Mortgage Foreclosure, averring as follows:

1. Plaintiff, NORTHWEST SAVINGS BANK, is a savings bank organized and existing under the laws of the Commonwealth of Pennsylvania with a business address of 108 Liberty Street, P. O. Box 1793, Warren, Pennsylvania, 15365.

2. Defendants, ROBERT J. HAMMOND, JR., and ELAINE RAE HAMMOND, are husband and wife, residing at 27 Treasure Lake, DuBois, Clearfield County, Pennsylvania, 15801.

3. Plaintiff brings this action to foreclose on the Mortgage dated April 18, 2001, between Defendants as Mortgagors and Plaintiff as Mortgagee (the "Mortgage"). The Mortgage is recorded as Clearfield County Instrument No. 200105380. A true and correct copy of the Mortgage is attached hereto as marked as Exhibit "A".

4. The Mortgage secures Defendants' certain Note dated April 18, 2001, in the amount of Eighty-five Thousand and 00/100 (\$85,000.00) Dollars payable to Plaintiff in monthly installments together with simple interest at the rate of 7.875% per annum. A true and correct copy of the Note is attached hereto and marked as Exhibit "B".

5. The Mortgage has not been assigned.

6. The real property subject to the Mortgage is identified as Lots 172 and 173, Section 25 of the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania, and is described in the attached Exhibit "C".

7. In accordance with 41 P.S. Section 403 and the Homeowners Emergency Mortgage Assistance Act of 1983, notice was given to Defendants via certified mail. A true and correct copy of the Notice, together with mailing receipt is attached hereto and marked as Exhibit "D".

8. Defendants' application for a Homeowners Emergency Mortgage Assistance Loan was denied on or about November 30, 2004. A true and correct of said denial notice is attached hereto and marked as Exhibit "E".

9. More than thirty (30) days have passed since the issuance of the above Notice and Defendants have failed to cure the default.

10. The Mortgage is in default in that principal and interest payments due upon said mortgage are overdue and in default for a period of more than thirty (30) days and, by the terms of said

Mortgage and Promissory Note secured thereby, the whole of said unpaid balance of principal is immediately due and payable.

11. As of December 16, 2004, the unpaid balance of the indebtedness due Plaintiff under the terms of the Mortgage and Promissory Note secured thereby was:

Principal	\$82,559.75
Interest	\$ 3,557.33
Negative Escrow	\$ 820.56
Late Charges	<u>\$ 154.10</u>
Total Due	\$87,091.74

WHEREFORE, Plaintiff, NORTHWEST SAVINGS BANK, demands judgment against Defendants in the amount of \$87,091.74, plus interest thereon, at a per diem rate of \$18.06 on the unpaid principal balance from December 16, 2004, together with all escrows, late fees, and reasonable attorney's fees incurred.

HANAK, GUIDO AND TALADAY



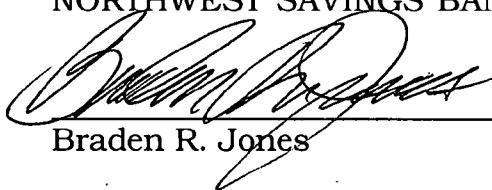
S. Casey Bowers  
Attorney for Plaintiff

**VERIFICATION**

I, BRADEN R. JONES, Vice-President of Retail Collections of Northwest Savings Bank, being duly authorized to make this verification, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

NORTHWEST SAVINGS BANK, by:



Braden R. Jones

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200105380

RECORDED ON

APR 18 2001  
1:38:49 PM

RECORDING FEES - \$43.00  
RECORDER COUNTY IMPROVEMENT \$1.00  
FUND RECORDER \$1.00  
IMPROVEMENT FUND STATE WRIT TAX \$0.50  
TOTAL \$45.50  
CUSTOMER SHAW, CHRISTOPHER J

[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **April 18, 2001** together with all Riders to this document.

(B) "Borrower" is **Robert J. Hammond Jr.**

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **Northwest Savings Bank**

Lender is a **Savings Bank** organized and existing under the laws of the **Commonwealth of Pennsylvania**. Lender's address is **108 Liberty Street P O Box 1793, Warren, PA 16365**

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **April 18, 2001**

The Note states that Borrower owes Lender **Eighty Five Thousand and no/100**

Dollars (U.S. \$ 85,000.00) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **May 01, 2031**

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTIONS FOR**  
**ROBERT J. HAMMOND, JR. and ELAINE RAE HAMMOND**  
**MORTGAGE**

**ALL** that certain tract of land designated as **Lot Nos. 172 and 173, Section No. 25**, in the Treasure Lake Subdivision of Sandy Township Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Misc. Docket Map File No. 25.

**EXCEPTING AND RESERVING** therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All mineral and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.
5. The right of the owner and/or operator of any recreation facilities within said Treasure Lake Subdivision to assess fees and charges against Grantee, its heirs, administrators, executors, successors and assigns for the use and/or maintenance of any such facilities which if unpaid shall become a lien upon the land and be an encumbrance against it.

**BEING** the same premises conveyed to Robert J. Hammond, Jr. and Elaine Rae Hammond, Mortgagors herein, by deed of Terry W. Thomas dated April 12, 2001 and intended to be recorded immediately prior hereto in Clearfield County Register & Recorder's Office and known as Instrument Number 2001-05379.

## TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 the

[Type of Recording Jurisdiction]

of **Clearfield**  
[Name of Recording Jurisdiction]

which currently has the address of

**Lots 172 & 173, Treasure Lake**  
[Street]

**DuBois** , Pennsylvania **15851** ("Property Address")  
[City] [Zip Code]

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

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

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

time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall 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 an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can 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 as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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

has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 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.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

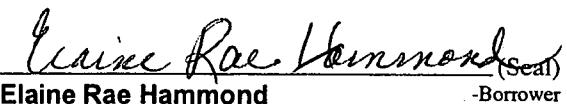
**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 16 of this Security Instrument and in any Rider executed by Borrower and recorded with it.



Robert J. Hammond Jr.

(Seal)  
-Borrower



Elaine Rae Hammond

(Seal)  
-Borrower

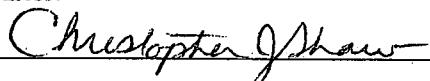
\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

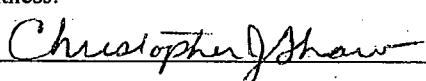
\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Witness:



Witness:



# NOTE

April 18, 2001  
[Date]

Sykesville  
[City]  
Lots 172 & 173, Treasure Lake  
DuBois, PA 15851

Pennsylvania  
[State]

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ **85,000.00** (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **Northwest Savings Bank , Savings Bank**

I will make all payments under this Note in the form of cash, check or money order.

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

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **7.8750%**.

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 a payment every month.

I will make my monthly payment on the **1st** day of each month beginning on **June 01, 2001**

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **May 01, 2031**, 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 **Northwest Savings Bank, 108 Liberty Street P.O Box 1793, Warren, PA 16365**

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. \$ **616.31**

## 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 not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the 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: (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 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 **Fifteen** 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 **5.0000%** 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 mailed to me or delivered by other means.

### (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 delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

## 9. WAIVERS

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

## 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in

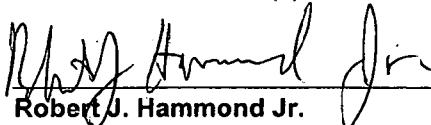
this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 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



Robert J. Hammond Jr.

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

*[Sign Original Only]*

**EXHIBIT "A"**  
**LEGAL DESCRIPTIONS FOR**  
**ROBERT J. HAMMOND, JR. and ELAINE RAE HAMMOND**  
**MORTGAGE**

**ALL** that certain tract of land designated as **Lot Nos. 172 and 173, Section No. 25**, in the Treasure Lake Subdivision of Sandy Township Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Misc. Docket Map File No. 25.

**EXCEPTING AND RESERVING** therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All mineral and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.
5. The right of the owner and/or operator of any recreation facilities within said Treasure Lake Subdivision to assess fees and charges against Grantee, its heirs, administrators, executors, successors and assigns for the use and/or maintenance of any such facilities which if unpaid shall become a lien upon the land and be an encumbrance against it.

**BEING** the same premises conveyed to Robert J. Hammond, Jr. and Elaine Rae Hammond, Mortgagors herein, by deed of Terry W. Thomas dated April 12, 2001 and intended to be recorded immediately prior hereto in Clearfield County Register & Recorder's Office and known as Instrument Number 2001-05379.

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

Date: September 7, 2004

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

The HOMEOWNER'S MORTGAGE ASSISTANCE the program works.

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

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

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

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

HOMEOWNER'S NAME(S):	Robert J Hammond, Jr
PROPERTY ADDRESS:	27 Treasure Lake
LOAN ACCT. NO.:	Dubois, PA 15801
ORIGINAL LENDER:	1915001307
CURRENT LENDER/SERVICER:	Northwest Savings Bank
	Northwest Savings Bank

### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

27 Treasure Lake, Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:

- YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:  
July 1, 2004 - \$915.49, August 1, 2004 - \$915.49, September 1, 2004 - \$915.49

Other charges (explain/itemize): Late fees: \$61.64

**TOTAL AMOUNT PAST DUE \$2808.11**

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

**HOW TO CURE THE DEFAULT**—You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 2808.11 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:

Northwest Savings Bank  
P.O. Box 337  
Warren, Pa. 16365

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

Name of Lender: Northwest Savings Bank  
Address: PO Box 337  
Warren, Pa. 16365  
Phone Number: 1-877-300-5766  
Fax Number: 1-814-728-7740  
Contact Person: Cindy Nowacki

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

CREDIT COUNSELING AGENCIES ARE LISTED ON THE ATTACHED PAGE

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

**CLEARFIELD COUNTY**

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

Indiana Co. Comm Action Progm  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

CCCS of Western PA  
219-A College Park Plaza  
Johnstown PA 15904  
(814) 539-6335

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

CCCS of Northeastern PA  
208 Hamilton Ave, Suite 1  
Hamilton Square Plaza  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669

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

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

**OFFICIAL USE**

7004 0750 0002 6382 7195

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

Postmark  
Here

9/8/04

*Sent To*  
*Robert J Hammond Jr.*  
*Street, Apt. No.,*  
*or PO Box No.* *27 TREASURE LAKE*  
*City, State, ZIP+4* *DUBOIS PA 15801*

PS Form 3800, June 2002

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

*Robert J Hammond Jr.*  
*27 TREASURE LAKE*  
*Dubois, PA*  
*15801*

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

Agent

Addressee

B. Received by (Printed Name)

*Robert J Hammond Jr.*  
*2004 0750 0002 6382 7195*

FCI Date of Delivery

D. Is delivery address different from item 1?

Yes

If YES, enter delivery address below:

No

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

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

7004 0750 0002 6382 7195

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**Pennsylvania  
Housing Finance Agency**

**Homeowners' Emergency  
Mortgage Assistance Loan Program**

Payments: 211 North Front Street, P.O. Box 15206  
Harrisburg, PA 17105-5206

Correspondence: 211 North Front Street, P.O. Box 15530

Harrisburg, PA 17105-5530

(717) 780-3940 1-800-342-2397 FAX (717) 780-3995

TTY (717) 780-1869

11/30/2004

NORTHWEST SAVINGS  
PO BOX 337  
WARREN, PA. 16365

**SUBJECT:**  
ROBERT HAMMOND  
27 TREASURE LAKE  
DUBOIS, PA. 15801  
S.S. #: 367-58-5494  
Loan #: 1915001307

Your application for a HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE LOAN has been DENIED pursuant to Act 91 of 1983, 35 P.S. Section 1680.401-C et seq. and/or Agency Guidelines 12 PA Code Section 31.201 et seq. for the following reasons:

**DELETED IN LENDER'S COPY**

You may be entitled to an appeal hearing if you disagree with our decision. **Requests for a hearing must be made in writing and must be submitted to the Agency within 15 days after the postmark date of this letter.** Verbal requests are not acceptable. The hearing may be conducted by a telephone conference call; therefore, you must include your telephone number. You also have a right to an in-person hearing at the Agency's office in Harrisburg if you so desire. Requests for hearings must state the reason(s) that a hearing is requested and must be sent first class, registered or certified mail to: Chief Counsel – HEMAP Hearing Request, PHFA/HEMAP, 211 North Front Street, P.O. Box 15628, Harrisburg, PA, 17105-5628. The hearing request may also be faxed to the attention of Chief Counsel – Hearing Request at 717-780-4031. The Agency will attempt to schedule the hearing within thirty (30) days after the request is received. When sending your appeal, please be sure to print or type your name legibly and include your social security number and phone number where you may be reached during the day.

You have a right to be represented by an attorney in connection with your appeal. If you cannot afford an attorney you may be eligible for Legal Services representation. You can contact a Legal Services representative toll free at 1-800-322-7572 for a referral to the office for your county. Please be aware that scheduling an appeal hearing does not necessarily stay foreclosure proceedings.

**DISCLOSURE OF USE OF INFORMATION OBTAINED FROM OUTSIDE SOURCE:**

1. Disclosure inapplicable.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C.

Sincerely,

THE PENNSYLVANIA HOUSING FINANCE AGENCY  
Homeowners' Emergency Mortgage Assistance Program

**EXHIBIT "E"**

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.

ROBERT J. HAMMOND, JR., and  
ELAINE RAE HAMMOND,  
Defendants

CIVIL ACTION

No. 05-28-CD

Type of Case:

**MORTGAGE FORECLOSURE**

Type of Pleading:

**PRAECIPE FOR  
DEFAULT JUDGMENT**

Filed on Behalf of:

PLAINTIFF

Counsel of Record for this Party:

S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801  
(814) 371-7768

**FILED** ICC & Notice to Defs.

62 NOV 12 2005 Statement to Atty  
MAR 04 2005 Atty pd 20.00

William A. Shaw  
Prothonotary/Clerk of Courts

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

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.

No. 05-28-CD

ROBERT J. HAMMOND, JR., and  
ELAINE RAE HAMMOND,  
Defendants

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter a default judgment in favor of the Plaintiff and against the Defendants for failure to file a responsive pleading in the amount of \$87,091.74, together with costs of suit, attorney's fees and interest at the legal rate from December 16, 2004.

I certify that on February 17, 2005, I mailed a written notice to the Defendants of our intention to file a Praecipe for Default Judgment, a copy of which is attached hereto along with the Certificate of Mailing.

HANAK, GUIDO AND TALADAY



S. Casey Bowers  
Attorney for Plaintiff

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

NORTHWEST SAVINGS BANK, :  
Plaintiff :  
vs. : No. 05-28-CD  
ROBERT J. HAMMOND, JR., and :  
ELAINE RAE HAMMOND, :  
Defendants :  
:

TO: ROBERT J. HAMMOND, JR.  
27 Treasure Lake  
DuBois, PA 15801

Date: February 17, 2005

**IMPORTANT NOTICE**

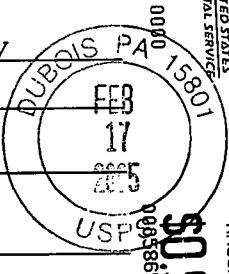
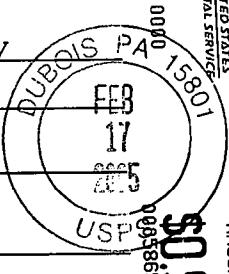
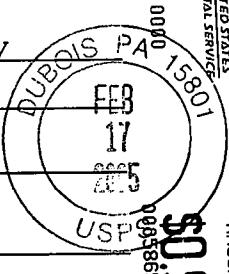
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT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

Court Administrator  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5988



---

S. Casey Bowers  
Attorney for Plaintiff

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:		DUBOIS PA 15801	
Hanak, Guido and Taladay 498 Jeffers Street P O Box 487 DuBois PA 15801		 	
One piece of ordinary mail addressed to:		 	
Robert J. Hammond, Jr. 27 Treasure Lake DuBois, PA 15801		 	

U.S. POSTAGE  
PAID  
DUBOIS, PA  
FEB 17 2005  
AMOUNT

\$0.90  
0988654-02

PS Form 3817, January 2001

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

NORTHWEST SAVINGS BANK, :  
Plaintiff :  
: vs. : No. 05-28-CD  
: :  
ROBERT J. HAMMOND, JR., and :  
ELAINE RAE HAMMOND, :  
Defendants :  
:

TO: Elaine Rae Hammond  
27 Treasure Lake  
DuBois, PA 15801

Date: February 17, 2005

**IMPORTANT NOTICE**

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

Court Administrator  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5988

  
\_\_\_\_\_  
S. Casey Bowers  
Attorney for Plaintiff

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

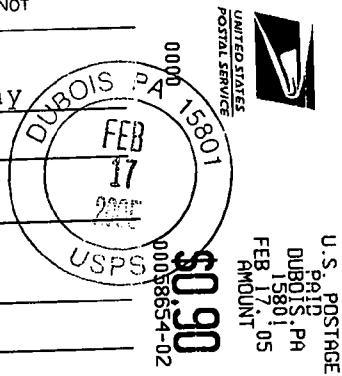
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

Received From:

Hanak, Guido and Taladay  
498 Jeffers Street  
P O Box 487  
DuBois, PA 15801

One piece of ordinary mail addressed to:

Elaine Rae Hammond  
27 Treasure Lake  
DuBois PA 15801



PS Form 3817, January 2001

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

COPY

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.

No. 05-28-CD

ROBERT J. HAMMOND, JR., and  
ELAINE RAE HAMMOND,  
Defendants

**NOTICE OF ENTRY OF DEFAULT JUDGMENT**

TO: Robert J. Hammond, Jr.  
27 Treasure Lake  
DuBois, PA 15801

You are hereby notified that judgment was entered against you in  
the amount of \$87,091.74, plus costs of suit, attorney's fees and  
interest on the 4<sup>th</sup> day of March, 2005.

---

William A. Shaw  
Prothonotary

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

COPY

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.

No. 05-28-CD

ROBERT J. HAMMOND, JR., and  
ELAINE RAE HAMMOND,  
Defendants

**NOTICE OF ENTRY OF DEFAULT JUDGMENT**

TO: Elaine Rae Hammond  
27 Treasure Lake  
DuBois, PA 15801

You are hereby notified that judgment was entered against you in  
the amount of \$87,091.74, plus costs of suit, attorney's fees and  
interest on the 4<sup>th</sup> day of March 2005.

---

William A. Shaw  
Prothonotary

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

COPY

Northwest Savings Bank  
Plaintiff(s)

No.: 2005-00028-CD

Real Debt: \$87,091.74

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Robert J. Hammond Jr.  
Elaine Ray Hammond  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 4, 2005

Expires: March 4, 2010

Certified from the record this 4th day of March, 2005.

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.

ROBERT J. HAMMOND, JR., and  
ELAINE RAE HAMMOND,  
Defendants

CIVIL ACTION

No. 05-28-CD

Type of Case:

**MORTGAGE FORECLOSURE**

Type of Pleading:

**PRAECIPE FOR  
WRIT OF EXECUTION**

Filed on Behalf of:

PLAINTIFF

Counsel of Record for this Party:

S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801  
(814) 371-7768

FILED *GL*  
Ally pd. 20.00  
11/03/05  
MAR 24 2005  
Local Law  
packages to  
Shff  
William A. Shaw  
Prothonotary/Clerk of Courts

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

NORTHWEST SAVINGS BANK,  
Plaintiff

vs. : No. 05-28-CD

ROBERT J. HAMMOND, JR., and  
ELAINE RAE HAMMOND,  
Defendants

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Issue writ of execution in the above matter:

Amount due \$87,091.74

Interest from 12/16/04 \$ 1,625.00

Costs (to be added) 125.00

Prothonotary costs

  
\_\_\_\_\_  
S. Casey Bowers

Attorney for Plaintiff

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

NORTHWEST SAVINGS BANK,  
Plaintiff

vs. : No. 05-28-CD

ROBERT J. HAMMOND, JR., and  
ELAINE RAE HAMMOND,  
Defendants

**AFFIDAVIT PURSUANT TO RULE 3129.1**

The undersigned, counsel for Plaintiff, Northwest Savings Bank sets forth that as of the date that the Writ of Execution was filed, the following information concerning real property located in Sandy Township, Clearfield County, Pennsylvania and more fully described on the attached Exhibit "A":

1. The name and address of the owners are:

Robert J. Hammond, Jr.	Elaine Rae Hammond
27 Treasure Lake	27 Treasure Lake
DuBois, PA 15801	DuBois, PA 15801

2. Name and address of Defendants in the judgment:

Robert J. Hammond, Jr.	Elaine Rae Hammond
27 Treasure Lake	27 Treasure Lake
DuBois, PA 15801	DuBois, PA 15801

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

None

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

Northwest Savings Bank  
P. O. Box 337  
Warren, PA 16365

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

None.

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

None

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



---

S. Casey Bowers  
Attorney for Plaintiff

**EXHIBIT "A"**

ALL that certain tract of land designated as Lot Nos. 172 and 173, Section No. 25, in the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All mineral and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc., or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.
5. The right of the owner and/or operator of any recreation facilities within said Treasure Lake Subdivision to assess fees and charges against Grantee, its heirs, administrators, executors, successors and assigns for the use and/or maintenance of any such facilities which if unpaid shall become a lien upon the land and be an encumbrance against it.

BEING the same premises conveyed to Robert J. Hammond, Jr., and Elaine Rae Hammond, by deed of Terry W. Thomas dated April 12, 2001 and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, at Instrument No. 200105379.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.

Defendant

ROBERT J. HAMMOND, JR., and  
ELAINE RAE HAMMOND,  
Defendants

: CIVIL ACTION - LAW  
: No. 05-28-C.D.  
: Type of Pleading:  
: **WRIT OF EXECUTION**  
: Filed on Behalf of:  
: PLAINTIFF  
: Counsel of Record for this Party:  
: S. Casey Bowers, Esq.  
: Supreme Court No. 89032  
: Hanak, Guido and Taladay  
: 498 Jeffers Street  
: P.O. Box 487  
: DuBois, PA 15801  
: (814) 371-7768

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

NORTHWEST SAVINGS BANK,  
Plaintiff

vs. : No. 05-28-C.D.

ROBERT J. HAMMOND, JR., and  
ELAINE RAE HAMMOND,  
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 \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

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

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

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

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

Court Administrator  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641 Ext. 1303

**COPY**

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

NORTHWEST SAVINGS BANK,  
Plaintiff

vs. : No. 05-28-C.D.

ROBERT J. HAMMOND, JR., and  
ELAINE RAE HAMMOND,  
Defendants

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA  
SS:  
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against the above  
Defendants,

(1) you are directed to levy upon the property of the Defendants  
and to sell his interests therein as identified as Lot Nos. 172 and 173  
of Section 25 in the Treasure Lake Subdivision of Sandy Township,  
Clearfield County, Pennsylvania. Said property is more fully described  
in the attached Exhibit "A".

(2) if property of the Defendant 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.

Amount due	\$87,091.74
------------	-------------

With interest from 12/16/04

\$ 1,625.00

Costs

\$

125.00

Prothonotary costs

---

Prothonotary

**EXHIBIT "A"**

ALL that certain tract of land designated as Lot Nos. 172 and 173, Section No. 25, in the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All mineral and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc., or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.
5. The right of the owner and/or operator of any recreation facilities within said Treasure Lake Subdivision to assess fees and charges against Grantee, its heirs, administrators, executors, successors and assigns for the use and/or maintenance of any such facilities which if unpaid shall become a lien upon the land and be an encumbrance against it.

BEING the same premises conveyed to Robert J. Hammond, Jr., and Elaine Rae Hammond, by deed of Terry W. Thomas dated April 12, 2001 and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, at Instrument No. 200105379.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.

Defendant

ROBERT J. HAMMOND, JR., and  
ELAINE RAE HAMMOND,  
Defendants

: CIVIL ACTION - LAW  
: No. 05-28-C.D.  
: Type of Pleading:  
: **PRAECIPE FOR REISSUANCE  
OF WRIT OF EXECUTION**  
: Filed on Behalf of:  
: PLAINTIFF  
: Counsel of Record for this Party:  
: S. Casey Bowers, Esq.  
: Supreme Court No. 89032  
: Hanak, Guido and Taladay  
: 498 Jeffers Street  
: P.O. Box 487  
: DuBois, PA 15801  
: (814) 371-7768

FILED *2cc Atty*  
*0130100 2 wnts to shff*  
JUL 12 2005 *Atty pd 7.00*  
William A. Shaw  
Prothonotary/Clerk of Courts *60*

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

NORTHWEST SAVINGS BANK,  
Plaintiff

vs. : No. 05-28-C.D.

ROBERT J. HAMMOND, JR., and  
ELAINE RAE HAMMOND,  
Defendants

**PRAECIPE FOR REISSUANCE OF**  
**WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Please reissue the Writ of Execution in the above captioned  
matter.

  
\_\_\_\_\_  
S. Casey Bowers  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

 COPY

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.

Defendant

ROBERT J. HAMMOND, JR., and  
ELAINE RAE HAMMOND,  
Defendants

: CIVIL ACTION - LAW  
: No. 05-28-C.D.  
: Type of Pleading:  
: **WRIT OF EXECUTION**  
: Filed on Behalf of:  
: PLAINTIFF  
: Counsel of Record for this Party:  
: S. Casey Bowers, Esq.  
: Supreme Court No. 89032  
: Hanak, Guido and Taladay  
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: (814) 371-7768

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

 COPY

NORTHWEST SAVINGS BANK,  
Plaintiff

vs. : No. 05-28-C.D.

ROBERT J. HAMMOND, JR., and  
ELAINE RAE HAMMOND,  
Defendants

**WRIT OF EXECUTION**

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OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT  
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Court Administrator  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641 Ext. 1303

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

NORTHWEST SAVINGS BANK, :  
Plaintiff :  
: vs. : No. 05-28-C.D.  
: :  
ROBERT J. HAMMOND, JR., and :  
ELAINE RAE HAMMOND, :  
Defendants :  
:

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA  
SS:  
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against the above  
Defendants,

(1) you are directed to levy upon the property of the Defendants  
and to sell his interests therein as identified as Lot Nos. 172 and 173  
of Section 25 in the Treasure Lake Subdivision of Sandy Township,  
Clearfield County, Pennsylvania. Said property is more fully described  
in the attached Exhibit "A".

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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.

Amount due	\$87,091.74
------------	-------------

With interest from 12/16/04

\$ 1,625.00

Costs

\$

125.00

7.00

Prothonotary costs

Additional Proth.

Costs

Prothonotary

7-12-05 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

~~Deputy~~ Prothonotary

**EXHIBIT "A"**

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20125  
NO: 05-28-CD

PLAINTIFF: NORTHWEST SAVINGS BANK

vs.

DEFENDANT: ROBERT J. HAMMOND, JR. AND ELAINE RAE HAMMOND

Execution REAL ESTATE

FILED  
02-3201  
NOV 16 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF RETURN**

DATE RECEIVED WRIT: 03/24/2005

LEVY TAKEN 07/20/2005 @ 1:20 PM

POSTED 07/20/2005 @ 1:25 PM

SALE HELD 10/07/2005

SOLD TO NORTHWEST SAVINGS BANK

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 11/16/2005

DATE DEED FILED 11/16/2005

PROPERTY ADDRESS LOT NO. 172 AND LOT NO. 173, SECTION 25 TREASURE LAKE DUBOIS , PA 15801

**SERVICES**

@ SERVED ROBERT J. HAMMOND, JR.

HOUSE EMPTY

@ SERVED ELAINE RAE HAMMOND

HOUSE EMPTY

08/13/2005 @ SERVED ROBERT J. HAMMOND, JR.

SERVED ROBERT J HAMMOND, JR, DEFENDANT, BY CERTIFIED MAIL TO 4741 SOUTHERN HILL DRIVE, MEMPHIS, TN 38125 CERT #70033110000193801241 SIGNED FOR BY ROBERT J. HAMMOND, JR. WITH

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

08/13/2005 @ SERVED ELAINE RAE HAMMOND

SERVED ELAINE RAE HAMMOND, DEFENDANT, BY CERTIFIED MAIL TO 4741 SOUTHERN HILL DRIVE, MEMPHIS, TN 38125 CERT #70033110000193801258 SIGNED FOR BY ROBERT J. HAMMOND, JR., HUSBAND/DEFENDANT WITH

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY.08/22/05

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20125  
NO: 05-28-CD

PLAINTIFF: NORTHWEST SAVINGS BANK

vs.

DEFENDANT: ROBERT J. HAMMOND, JR. AND ELAINE RAE HAMMOND

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$247.64

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

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

  
By Amthee Butte-Asphenbeck  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.

Defendant

ROBERT J. HAMMOND, JR., and  
ELAINE RAE HAMMOND,  
Defendants

: CIVIL ACTION - LAW  
: No. 05-28-C.D.  
: Type of Pleading:  
: **WRIT OF EXECUTION**  
: Filed on Behalf of:  
: PLAINTIFF  
: Counsel of Record for this Party:  
: S. Casey Bowers, Esq.  
: Supreme Court No. 89032  
: Hanak, Guido and Taladay  
: 498 Jeffers Street  
: P.O. Box 487  
: DuBois, PA 15801  
: (814) 371-7768

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

NORTHWEST SAVINGS BANK, :  
Plaintiff :  
vs. : No. 05-28-C.D.  
ROBERT J. HAMMOND, JR., and :  
ELAINE RAE HAMMOND, :  
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 \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

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

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

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

Court Administrator  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641 Ext. 1303

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

NORTHWEST SAVINGS BANK, :  
Plaintiff :  
vs. : No. 05-28-C.D.  
ROBERT J. HAMMOND, JR., and :  
ELAINE RAE HAMMOND, :  
Defendants :  
:

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA  
SS:  
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against the above  
Defendants,

(1) you are directed to levy upon the property of the Defendants  
and to sell his interests therein as identified as Lot Nos. 172 and 173  
of Section 25 in the Treasure Lake Subdivision of Sandy Township,  
Clearfield County, Pennsylvania. Said property is more fully described  
in the attached Exhibit "A".

(2) if property of the Defendant 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.

Amount due	\$87,091.74
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With interest from 12/16/04

\$ 1,625.00

Costs

\$

125.00

Prothonotary costs

7.00 Additional Proth. costs

Willie L. Hargrove  
Prothonotary

7-12-05 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Willie L. Hargrove  
Deputy Prothonotary

Received July 12, 2005 @ 3:00 P.M.

Chester A. Hawkins

by Cynthia Setzer - Aughenbaugh

**EXHIBIT "A"**

ALL that certain tract of land designated as Lot Nos. 172 and 173, Section No. 25, in the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All mineral and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc., or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.
5. The right of the owner and/or operator of any recreation facilities within said Treasure Lake Subdivision to assess fees and charges against Grantee, its heirs, administrators, executors, successors and assigns for the use and/or maintenance of any such facilities which if unpaid shall become a lien upon the land and be an encumbrance against it.

BEING the same premises conveyed to Robert J. Hammond, Jr., and Elaine Rae Hammond, by deed of Terry W. Thomas dated April 12, 2001 and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, at Instrument No. 200105379.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME ROBERT J. HAMMOND, JR.

NO. 05-28-CD

NOW, November 16, 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 October 07, 2005, I exposed the within described real estate of Robert J. Hammond, Jr. And Elaine Rae Hammond to public venue or outcry at which time and place I sold the same to NORTHWEST SAVINGS BANK he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR SERVICE	15.00	DEBT-AMOUNT DUE	87,091.74
MILEAGE	15.00	INTEREST @ %	0.00
LEVY	15.39	FROM TO 10/07/2005	
MILEAGE	15.00	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	15.86	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	40.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE	15.00	ESCROW DEFICIENCY	
DEED	30.00	PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	1,625.00
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT	1.00	TOTAL DEBT AND INTEREST	\$88,756.74
RETURNS/DEPUTIZE			
COPIES	15.00	<b>COSTS:</b>	
	5.00	ADVERTISING	346.18
BILLING/PHONE/FAX	10.00	TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
<b>TOTAL SHERIFF COSTS</b>	<b>\$247.64</b>	LIEN SEARCH	100.00
		ACKNOWLEDGEMENT	5.00
ACKNOWLEDGEMENT	5.00	DEED COSTS	28.50
REGISTER & RECORDER	28.50	SHERIFF COSTS	247.64
TRANSFER TAX 2%	0.00	LEGAL JOURNAL COSTS	198.00
<b>TOTAL DEED COSTS</b>	<b>\$28.50</b>	PROTHONOTARY	125.00
		MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
		<b>TOTAL COSTS</b>	<b>\$1,090.32</b>

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

CHESTER A. HAWKINS, Sheriff

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

ELAINE RAE HAMMOND  
4741 SOUTHERN HILL DRIVE  
MEMPHIS, TN 38125

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

*Elaine R. Hammond Jr.*

Agent  
 Addressee

**B. Received by (Printed Name)**

*Elaine R. Hammond Jr.*

C. Date of Delivery

*7/3/05*

**D. Is delivery address different from item 1?**

Yes  
 No

If YES, enter delivery address below:

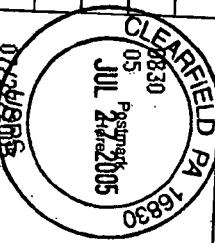
2. Article Number <i>(Transfer from service label)</i>	7003 3110 0001 9380 1258
PS Form 3811, February 2004	Domestic Return Receipt
	102595-024-1540

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

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

**OFFICIAL USE**  
MEMPHIS, TN 38125

Postage	\$ 4.33
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 64.88



7003	3110	0001	9380	1258
Sent To				
ELAINE RAE HAMMOND 4741 SOUTHERN HILL DRIVE MEMPHIS, TN 38125				
Street, Apt. No., or PO Box No. City, State, Zip+4				

PS Form 3800, June 2002

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

ROBERT J. HAMMOND, JR.  
4741 SOUTHERN HILL DRIVE  
MEMPHIS, TN 38125

**2. Article Number**

(Transfer from service label)

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

**X** *Robert J. Hammond Jr.*

Agent  
 Addressee

**B. Received by (Printed Name)**

*Robert J. Hammond Jr.*

**C. Date of Delivery**

*8/13/05*

**D. Is delivery address different from item 1?**

Yes

If YES, enter delivery address below:

No

**3. Service Type**

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

**4. Restricted Delivery? (Extra Fee)**

Yes

2003 3110 0001 9380 1241

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

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

**OFFICIAL USE**

MEMPHIS, TN 38125

Postage	\$ 4.83
Certified Fee	\$ 2.30
Return Recipient Fee (Endorsement Required)	\$ 1.75
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 4.88

0830  
05 JUL 2005  
CLEARFIELD PA  
USPS  
07/27/2005

**Sent To**  
 Street, Apt. No.,  
 or PO Box No. *ROBERT J. HAMMOND, JR.*  
 City, State, ZIP+4 *4741 SOUTHERN HILL DRIVE*  
*MEMPHIS, TN 38125*

PS Form 3800, June 2002 See Reverse for Instructions