

05-347-CD  
Northwest Bank vs. C. Myers et al

VS

CRAIG A. MYERS AL

NW Savings Bank et al v. Craig Myers et  
2005-347-CD

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
successor in interest to First  
National Bank of Centre Hall,  
Plaintiff

vs.

CRAIG A. MYERS and  
SHARON L. WARHOLIC,  
Defendants

CIVIL ACTION

No. 05-347-CD

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** 2cc Sheriff  
m/2:33:00  
MAR 11 2005 4th pd. 85.00

William A. Shaw  
Prothonotary/Clerk of Courts

may 9, 2005 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

William A. Shaw  
Deputy Prothonotary

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

NORTHWEST SAVINGS BANK,  
successor in interest to First  
National Bank of Centre Hall,  
Plaintiff

vs.

CRAIG A. MYERS and  
SHARON L. WARHOLIC,  
Defendants

No. \_\_\_\_\_

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,  
successor in interest to First  
National Bank of Centre Hall,  
Plaintiff

vs.

CRAIG A. MYERS and  
SHARON L. WARHOLIC,  
Defendants

No. \_\_\_\_\_

**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. Plaintiff is the successor in interest of the First National Bank of Centre Hall, the original lender herein.
2. Defendant, Sharon L. Warholic, is an adult individual of 47 Private Drive, West Decatur, Clearfield County, Pennsylvania 16878.
3. Defendant, Craig A. Myers, is an adult individual of 1682 State Street, Osceola Mills, Clearfield County, Pennsylvania 16666.
4. Plaintiff brings this action to foreclose on the Mortgage dated March 9, 1995, between Defendants as Mortgagors and the First

National Bank of Centre Hall as Mortgagee (the "Mortgage"). The Mortgage is recorded in Clearfield County Deed Book Volume 1663, Page 143. A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A".

5. The Mortgage secures Defendants' certain Note dated March 9, 1995, in the amount of Eighty-Five Thousand (\$85,000.00) Dollars payable to the First National Bank of Centre Hall in monthly installments together with simple interest at the rate of 9.75% per annum (the "Note"). A true and correct copy of the Note is attached hereto and marked as Exhibit "B".

6. By Articles of Merger dated April 12, 1996, Plaintiff became successor in interest of the aforesaid First National Bank of Centre Hall.

7. On or about November 2, 2001, Defendants executed a Loan Modification Agreement thereby confirming the terms and conditions set forth in the Mortgage and Note. A true and correct copy of this Agreement is attached and marked as Exhibit "C".

8. The real property subject to the Mortgage is identified as Lot No. 2 in the Ronald B. Krise and Norma J. Krise Subdivision in Wallacetown Borough, Clearfield County, Pennsylvania, and is further described in the attached Exhibit "D".

9. 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. Notices sent to Defendant, Craig A. Myers, were returned as unable to forward. A true and correct copy of

the Notice, mailing receipts, and returned envelopes are attached and marked as Exhibit "E".

10. More than 30 days have passed since the issuance of the above notice, and the Defendants have failed to cure the default.

11. 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.

12. As of February 24, 2005, the unpaid balance of the indebtedness due Plaintiff under the terms of the Mortgage and Promissory Note secured thereby was:

Principal	\$71,041.36
Interest	\$ 2,121.09
Negative Escrow	\$ 950.00
Late Charges	<u>\$ 846.17</u>
Total Due	\$74,958.62

Attorney fees, additional late fees, and per diem interest to be added.

WHEREFORE, Plaintiff, NORTHWEST SAVINGS BANK, demands judgment against Defendants in the amount of \$74,958.62, plus interest thereon at a per diem rate of \$14.55 on the unpaid principal

balance from February 24, 2005, together with all escrows, late fees,  
and reasonable attorney's fees incurred.

HANAK, GUIDO AND TALADAY

A handwritten signature in black ink, appearing to read 'S. Casey Bowers', written over a horizontal line.

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



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



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

3/10/20  
CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 3:15 PM  
BY *[Signature]*  
FEES 15.50  
Karen L. Starck, Recorder

VOL 1663 PAGE 143

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 9  
19 95. The mortgagor is CRAIG A. MYERS and SHARON L. WARHOLIC  
("Borrower"). This Security Instrument is given to FIRST NATIONAL BANK  
of CENTRE HALL, which is organized and existing under  
the laws of Pennsylvania, and whose address is 219 North Pennsylvania  
Avenue, Centre Hall, Pennsylvania 16828 ("Lender"). Borrower owes Lender the principal  
sum of EIGHTY FIVE THOUSAND Dollars  
(U.S. \$ 85,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which  
provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 2020.  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions  
and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this  
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For  
this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in  
Borough of Wallaceton, Clearfield County, Pennsylvania:

SEE ATTACHED SHEET FOR LEGAL DESCRIPTION

which has the address of R.D. 1, Box 45D, West Decatur  
[Street] [City]  
Pennsylvania 16878 ("Property Address");  
[Zip Code]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1603-146  
ance, and only in effect from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

.....  
*Craig A. Myers* ..... (Seal)  
 Craig A. Myers ..... — Borrower

.....  
*Sharon L. Warholik* ..... (Seal)  
 Sharon L. Warholik ..... — Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Centre County ss:  
 On this, the 9th day of March, 19 95, before me, a Notary Public  
 the undersigned officer, personally appeared Craig A. Myers & Sharon L. Warholik, known to me (or satisfactorily proven) to be the person(s)  
 whose name(s) are subscribed to the within instrument and acknowledged that they

executed the same for the purposes herein contained.

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

My Commission Expires:

Notarial Seal  
 David R. Thompson, Notary Public  
 Phillipsburg Boro, Centre County  
 My Commission Expires Nov. 30, 1998

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

219 N. Penna. Avenue  
 Centre Hall, Pennsylvania

.....  
*David R. Thompson*  
 Notary Public  
 Title of Officer

.....  
*David R. Thompson*  
 Title of Officer

# NOTE

March 9, 1985 Philipsburg, Pennsylvania  
(City) (State)  
R.D. 1, Box 45D, West Decatur, Clearfield County, PA  
(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 FIRST NATIONAL BANK OF CENTRE HALL  
219 NORTH PENNSYLVANIA AVENUE, CENTRE HALL, PA 16828 I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.75%.

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

## 3. PAYMENTS

### (A) Time and Place of Payments

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

I will make my monthly payments on the 1st day of each month beginning on May 1, 1985. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on April 1, 2020, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at ANY OFFICE OF THE FIRST NATIONAL BANK OF CENTRE HALL 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. \$ 757.47

## 4. BORROWER'S RIGHT TO PREPAY

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

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

## 5. LOAN CHARGES

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

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

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.00% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

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

### (D) No Waiver By Note Holder

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

### (E) Payment of Note Holder's Costs and Expenses

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

## 7. GIVING OF NOTICES

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

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

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

## 9. WAIVERS

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

## 10. UNIFORM SECURED NOTE

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

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

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

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

WITNESS

(Craig M. Myers)

(Seal)  
-Borrower

Sharon L. Warholc

(Seal)  
-Borrower

(Seal)  
-Borrower

[Sign Original Only]

**NORTHWEST SAVINGS BANK  
LOAN MODIFICATION AGREEMENT  
(Fixed Rate Loan)**

WHEREAS, Craig A. Myers & Sharon L. Warholic, of the COUNTY of CLEARFIELD and State of PENNSYLVANIA, hereinafter referred to as MORTGAGOR (S), have made, executed and delivered their certain bond or note and mortgage dated MARCH 9, 1995 in the amount of Eighty Five Thousand And 00/100 (\$ 85,000.00).

To

NORTHWEST SAVING BANK a Corporation organized under the laws of the State of Pennsylvania, with its principal place of business in Warren, Pennsylvania, hereinafter referred to as Lender; AND WHEREAS, by the terms of the said Bond or Note, Mortgagor(s) agreed to pay said loan in monthly installments of SEVEN HUNDRED FIFTY SEVEN AND 47/100 Dollars (\$757.47) in 300 months with interest at the rate of NINE AND THREE QUARTERS percent (9.7500 %) per annum;

AND WHEREAS, said parties desire and have mutually agreed to change the terms of said loan.

NOW, THEREFORE, Know all men by these presents, that the Mortgagor(s) and the Lender for and in consideration of the sum of One and More Dollars and other good and valuable consideration to them in hand paid, receipt whereof is hereby acknowledged, at and before the ensealing and delivery of these presents, do hereby covenant and agree as follows:

From NOVEMBER 1, 2001, the remaining unpaid balance of said loan in the amount of SEVENTY SEVEN THOUSAND FOUR HUNDRED EIGHTY SEVEN 76/100 Dollars (\$ 77,487.76) shall be payable at the rate of Seven And Three Eighths percent (7.3750 %) per annum in monthly installments of not less than Six Hundred Forty One 98/100 (\$ 641.98) for a period of 221 months commencing on the 1st day of DECEMBER 2001 and monthly thereafter until the entire indebtedness, including additional advances, interest and other charges herein covenanted to be paid, is fully paid, except that any remaining indebtedness, if not sooner paid, shall be payable on the 1st day of APRIL, 2020.

IN ALL OTHER RESPECTS, the term and conditions of the original Bond or Note and Mortgage are ratified and confirmed.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have hereunto affixed their hands and seals this 2ND day of Nov, 2001.

X Craig A. Myers (SEAL)  
CRAIG A. MYERS

X Sharon L. Warholic (SEAL)  
SHARON L. WARHOLIC

STATE OF Pennsylvania

SS:

COUNTY OF Centre

On this day of, before me, the undersigned officer, personally appeared known to me (or satisfactorily proven) to be the person or persons whose name(s) subscribed to the within instrument, and acknowledged that executed the same for the purpose therein contained

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

Notarial Seal  
Patricia A. Smith, Notary Public  
Centre Hall Boro, Centre County  
My Commission Expires May 1, 2004  
Northwest Savings Bank  
Member, Pennsylvania Association of Notaries

Patricia A. Smith (SEAL)  
Title - Notary Public

WITNESS:

Sharon A. Sully

BY: Wm. C. Sully

**LEGAL DESCRIPTION    RE:    CRAIG A. MYERS & SHARON L. WARHOLIC  
MORTGAGE**

**ALL** that certain parcel of land situate in the Borough of Wallaceton, County of Clearfield and State of Pennsylvania, more fully described as follows:

**BEGINNING** at an iron pipe on the Eastern right of way line of U.S. Route 322, said pipe being the Northwestern corner of Lot No. 1 and on the boundary line of lands now or formerly of Ronald B. Krise and Norma J. Krise; thence along said right of way line North 22 degrees 23 minutes West 189.11 feet to an iron rod on said right of way line, said pipe also being the Southwestern corner of Lot No. 3; thence along Lot No. 3, North 63 degrees 41 minutes East 261.82 feet to a point in the center of a public drive through lands now or formerly of Ronald B. Krise and Norma J. Krise as part of the subdivision development and also being on the Western line of Lot NO. 7; thence along center of said drive and along Lot No. 7 and Lot No. 6, South 26 degrees 32 minutes East 185.00 feet to a point in the center of said public drive, and also being the Northeastern corner of Lot No. 1; thence along Lot NO. 1, South 63 degrees 54 minutes West 275.16 feet to an iron pipe on the Eastern right of way line of U.S. Route 322, the place of beginning. Containing approximately 1.142 acres, more or less.

**BEING** known as Lot No. 2 in the Ronald B. Krise and Norma J. Krise Subdivision in Wallaceton Borough, Clearfield County, Pennsylvania, a map of which subdivision was filed in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, on November 19, 1986, in Map File No. 180, Square No. 133(1).

**FURTHER BEING** the same premises as vested in the Mortgagors herein by Deed of Ronald B. Krise, et ux., dated May 10, 1993, and recorded in Deed Book Volume 1539 at Page 290.



# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

Date: January 18<sup>th</sup> 2005

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):  
PROPERTY ADDRESS:

Sharon Warholc & Craig Myers  
47 Private Dr.  
West Decatur, PA 16878  
948100019730  
Northwest Savings Bank  
Northwest Savings Bank

LOAN ACCT. NO.:

ORIGINAL LENDER:

CURRENT LENDER/SERVICER:

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:

47 Private Dr. West Decatur, PA 16878

IS SERIOUSLY IN DEFAULT because:

- A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:  
November 2004 - \$641.98, December 2004 - \$641.98, January 2005 - \$641.98

Other charges (explain/itemize): Late Fees - \$794.81

TOTAL AMOUNT PAST DUE \$2720.75

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

**HOW TO CURE THE DEFAULT**—You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 2720.75 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: P.O. Box 337  
Warren, Pa. 16365  
Phone Number: 1-888-588-3050  
Fax Number: 1-814-728-7740  
Contact Person: Mary Pierson

**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



**NORTHWEST  
SAVINGS BANK**

P. O. BOX 337  
WARREN, PENNSYLVANIA 16365

TEMP. - RETURN SERVICE REQUESTED

**CERTIFIED MAIL™**



7004 1160 0001 3481 7393

HASLER

**\$4.42**

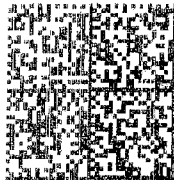
JAN 18 2005

US POSTAGE

FIRST CLASS

MAILED FROM 16365

011A0413001048



Craig A Myers  
47 Private Dr.  
West Decatur, PA 16878

A

C

S

INSUFFICIENT ADDRESS

ATTEMPTED NOT KNOWN

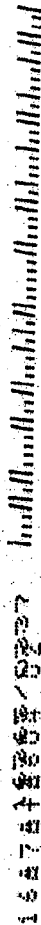
NO SUCH NUMBER/ STREET

NOT DELIVERABLE AS ADDRESSED

UNABLE TO FORWARD

☐ OTHER

**RTS**  
RETURN TO SENDER



**NORTHWEST  
SAVINGS BANK**

P. O. BOX 337  
WARREN, PENNSYLVANIA 16365

TEMP. - RETURN SERVICE REQUESTED

**FIRST CLASS  
PRESORT**



HASLER

**\$0.27**

JAN 19 2005

US POSTAGE

FIRST PRSRT AUTO

MAILED FROM 16365

011A0413001048

Craig A Myers  
47 Private Dr.  
West Decatur PA 16878

A

C

S

INSUFFICIENT ADDRESS

ATTEMPTED NOT KNOWN

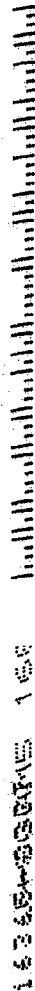
NO SUCH NUMBER/ STREET

NOT DELIVERABLE AS ADDRESSED

UNABLE TO FORWARD

☐ OTHER

**RTS**  
RETURN TO SENDER



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

CENTRE COUNTY

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

Lycoming-Clinton Co Comm For Community Action (STEP)  
2138 Lincoln Street  
P.O. Box 1328  
Williamsport, PA 17703  
(570) 326-0587  
FAX (717) 322-2197

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

7004 1160 0001 3481 7409

7004 1160 0001 3481 7393

Sent To	Street, Apt. No., or PO Box No.	City, State, ZIP+4
Sent To	Street, Apt. No., or PO Box No.	City, State, ZIP+4
PS Form 3800, June 2002		

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:

Sharon Wardolic  
47 Private Dr  
West Decatur PA 16878

2. Article Number

(Transfer from service label)

7004 1160 0001 3481 7409

PS Form 3811, August 2001

COMPLETE THIS SECTION ON DELIVERY

A. Signature

*Sharon Wardolic*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Sharon Wardolic

C. Date of Delivery

1/26/05

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

Domestic Return Receipt

102595-02-M-1540

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

Service # 1 of 2 Services

Sheriff Docket # **100295**

NORTHWEST SAVINGS BANK

Case # 05-347-CD

vs.

CRAIG A. MYERS and SHARON L. WARHOLIC

**SHERIFF RETURNS**

NOW April 29, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO CRAIG A. MYERS, DEFENDANT. ADDRESS IS IN CENTRE COUNTY PER POST OFFICE.

SERVED BY: /

CR  
**FILED**  
0/239/01  
MAY 02 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 100295  
NO: 05-347-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK  
vs.  
DEFENDANT: CRAIG A. MYERS and SHARON L. WARHOLIC

**SHERIFF RETURN**

---

NOW, March 15, 2005 AT 12:23 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SHARON L. WARHOLIC DEFENDANT AT 47 PRIVATE DRIVE, WEST DECATUR, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SHARON L. WARHOLIC, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100295  
NO: 05-347-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK  
vs.  
DEFENDANT: CRAIG A. MYERS and SHARON L. WARHOLIC

SHERIFF RETURN

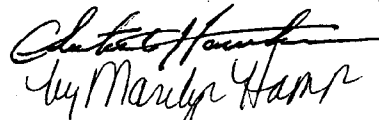
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HANAK	13957	20.00
SHERIFF HAWKINS	HANAK	13957	49.48

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,  
successor in interest to First  
National Bank of Centre Hall,  
Plaintiff

vs.

CRAIG A. MYERS and  
SHARON L. WARHOLIC,  
Defendants

CIVIL ACTION

No. 05-347-02

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

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

MAR 11 2005

Attest.

  
Prothonotary/  
Clerk of Courts



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

NORTHWEST SAVINGS BANK,	:	
successor in interest to First	:	
National Bank of Centre Hall,	:	
Plaintiff	:	
	:	
vs.	:	No. _____
	:	
CRAIG A. MYERS and	:	
SHARON L. WARHOLIC,	:	
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,	:	
successor in interest to First	:	
National Bank of Centre Hall,	:	
Plaintiff	:	
	:	
vs.	:	No. _____
	:	
CRAIG A. MYERS and	:	
SHARON L. WARHOLIC,	:	
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. Plaintiff is the successor in interest of the First National Bank of Centre Hall, the original lender herein.
2. Defendant, Sharon L. Warholic, is an adult individual of 47 Private Drive, West Decatur, Clearfield County, Pennsylvania 16878.
3. Defendant, Craig A. Myers, is an adult individual of 1682 State Street, Osceola Mills, Clearfield County, Pennsylvania 16666.
4. Plaintiff brings this action to foreclose on the Mortgage dated March 9, 1995, between Defendants as Mortgagors and the First

National Bank of Centre Hall as Mortgagee (the "Mortgage"). The Mortgage is recorded in Clearfield County Deed Book Volume 1663, Page 143. A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A".

5. The Mortgage secures Defendants' certain Note dated March 9, 1995, in the amount of Eighty-Five Thousand (\$85,000.00) Dollars payable to the First National Bank of Centre Hall in monthly installments together with simple interest at the rate of 9.75% per annum (the "Note"). A true and correct copy of the Note is attached hereto and marked as Exhibit "B".

6. By Articles of Merger dated April 12, 1996, Plaintiff became successor in interest of the aforesaid First National Bank of Centre Hall.

7. On or about November 2, 2001, Defendants executed a Loan Modification Agreement thereby confirming the terms and conditions set forth in the Mortgage and Note. A true and correct copy of this Agreement is attached and marked as Exhibit "C".

8. The real property subject to the Mortgage is identified as Lot No. 2 in the Ronald B. Krise and Norma J. Krise Subdivision in Wallaceton Borough, Clearfield County, Pennsylvania, and is further described in the attached Exhibit "D".

9. 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. Notices sent to Defendant, Craig A. Myers, were returned as unable to forward. A true and correct copy of

the Notice, mailing receipts, and returned envelopes are attached and marked as Exhibit "E".

10. More than 30 days have passed since the issuance of the above notice, and the Defendants have failed to cure the default.

11. 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.

12. As of February 24, 2005, the unpaid balance of the indebtedness due Plaintiff under the terms of the Mortgage and Promissory Note secured thereby was:

Principal	\$71,041.36
Interest	\$ 2,121.09
Negative Escrow	\$ 950.00
Late Charges	<u>\$ 846.17</u>
Total Due	\$74,958.62

Attorney fees, additional late fees, and per diem interest to be added.

WHEREFORE, Plaintiff, NORTHWEST SAVINGS BANK, demands judgment against Defendants in the amount of \$74,958.62, plus interest thereon at a per diem rate of \$14.55 on the unpaid principal

balance from February 24, 2005, together with all escrows, late fees,  
and reasonable attorney's fees incurred.

HANAK, GUIDO AND TALADAY

A handwritten signature in black ink, appearing to read 'S. Casey Bowers', is written over a horizontal line.

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

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



Karen L. Starck  
Recorder of Deeds

3/10/00  
CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 3:15 PM  
BY Karen L. Starck  
FEES 15.50  
Karen L. Starck, Recorder

VOL 1663 PAGE 143

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 9  
19 95. The mortgagor is CRAIG A. MYERS and SHARON L. WARHOLIC  
("Borrower"). This Security Instrument is given to FIRST NATIONAL BANK  
of CENTRE HALL, which is organized and existing under  
the laws of Pennsylvania, and whose address is 219 North Pennsylvania  
Avenue, Centre Hall, Pennsylvania 16828 ("Lender"). Borrower owes Lender the principal  
sum of EIGHTY FIVE THOUSAND Dollars  
(U.S. \$ 85,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which  
provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2020.  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions  
and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this  
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For  
this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in  
Borough of Wallacetown, Clearfield County, Pennsylvania:

SEE ATTACHED SHEET FOR LEGAL DESCRIPTION

which has the address of R.D. 1, Box 45D, West Decatur  
[Street] [City]  
Pennsylvania 16878 ("Property Address");  
[Zip Code]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

Craig A. Myers (Seal)  
Craig A. Myers — Borrower

Sharon L. Warholik (Seal)  
Sharon L. Warholik — Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Centre County ss:  
On this, the 9th day of March, 19 95, before me, a Notary Public  
the undersigned officer, personally appeared Craig A. Myers & Sharon L. Warholik, known to me (or satisfactorily proven) to be the person(s)  
whose name(s) are subscribed to the within instrument and acknowledged that they

executed the same for the purposes herein contained.

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

My Commission Expires:

Notarial Seal  
David R. Thompson, Notary Public  
Philipsburg Boro, Centre County  
My Commission Expires Nov. 30, 1998

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

219 N. Penna. Avenue  
Centre Hall, Pennsylvania

David R. Thompson  
Notary Public

Title of Officer

David R. Thompson  
Title of Officer

# NOTE

March 9, 19 85 Philipsburg Pennsylvania  
[City] [State]  
R.D. 1, Box 45D, West Decatur, Clearfield County, PA  
[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 FIRST NATIONAL BANK OF CENTRE HALL  
219 NORTH PENNSYLVANIA AVENUE, CENTRE HALL, PA 16828 I understand  
that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.75%.

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

## 3. PAYMENTS

### (A) Time and Place of Payments

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

I will make my monthly payments on the 1st day of each month beginning on May 1,  
1985. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on April 1,  
2020, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at ANY OFFICE OF THE FIRST NATIONAL BANK OF CENTRE HALL  
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. \$ 757.47

## 4. BORROWER'S RIGHT TO PREPAY

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

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

## 5. LOAN CHARGES

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

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

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.00% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

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

### (D) No Waiver By Note Holder

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

### (E) Payment of Note Holder's Costs and Expenses

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

## 7. GIVING OF NOTICES

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

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

#### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

#### 9. WAIVERS

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

#### 10. UNIFORM SECURED NOTE

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

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

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

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

WITNESS

(Craig A. Myers)

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

Sharon L. Warholic

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

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

[Sign Original Only]

NORTHWEST SAVINGS BANK  
LOAN MODIFICATION AGREEMENT  
(Fixed Rate Loan)

WHEREAS, Craig A. Myers & Sharon L. Warholic, of the COUNTY of CLEARFIELD and State of PENNSYLVANIA, hereinafter referred to as MORTGAGOR (S), have made, executed and delivered their certain bond or note and mortgage dated MARCH 9, 1995 in the amount of Eighty Five Thousand And 00/100 (\$ 85,000.00).

To

NORTHWEST SAVING BANK a Corporation organized under the laws of the State of Pennsylvania, with its principal place of business in Warren, Pennsylvania, hereinafter referred to as Lender; AND WHEREAS, by the terms of the said Bond or Note, Mortgagor(s) agreed to pay said loan in monthly installments of SEVEN HUNDRED FIFTY SEVEN AND 47/100 Dollars (\$757.47) in 300 months with interest at the rate of NINE AND THREE QUARTERS percent (9.7500 %) per annum;

AND WHEREAS, said parties desire and have mutually agreed to change the terms of said loan.

NOW, THEREFORE, Know all men by these presents, that the Mortgagor(s) and the Lender for and in consideration of the sum of One and More Dollars and other good and valuable consideration to them in hand paid, receipt whereof is hereby acknowledged, at and before the ensealing and delivery of these presents, do hereby covenant and agree as follows:

From NOVEMBER 1, 2001, the remaining unpaid balance of said loan in the amount of SEVENTY SEVEN THOUSAND FOUR HUNDRED EIGHTY SEVEN 76/100 Dollars (\$ 77,487.76) shall be payable at the rate of Seven And Three Eighths percent (7.3750 %) per annum in monthly installments of not less than Six Hundred Forty One 98/100 (\$ 641.98) for a period of 221 months commencing on the 1st day of DECEMBER 2001 and monthly thereafter until the entire indebtedness, including additional advances, interest and other charges herein covenanted to be paid, is fully paid, except that any remaining indebtedness, if not sooner paid, shall be payable on the 1st day of APRIL, 2020.

IN ALL OTHER RESPECTS, the term and conditions of the original Bond or Note and Mortgage are ratified and confirmed.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have hereunto affixed their hands and seals this 2<sup>ND</sup> day of Nov, 2001.

X Craig A. Myers (SEAL)  
CRAIG A. MYERS  
X Sharon L. Warholic (SEAL)  
SHARON L. WARHOLIC

STATE OF Pennsylvania

SS:

COUNTY OF Centre

On this day of, before me, the undersigned officer, personally appeared known to me (or satisfactorily proven) to be the person or persons whose name(s) subscribed to the within instrument, and acknowledged that executed the same for the purpose therein contained

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

Patricia A. Smith (SEAL)  
Title - Notary Public  
Notarial Seal  
Patricia A. Smith, Notary Public  
Centre Hall Boro, Centre County  
My Commission Expires May 1, 2004  
Northwest Savings Bank  
Member, Pennsylvania Association of Notaries

WITNESS:

Sharon A. Smith

BY: Wm. C. Smith

LEGAL DESCRIPTION RE: CRAIG A. MYERS & SHARON L. WARHOLIC  
MORTGAGE

ALL that certain parcel of land situate in the Borough of Wallaceton, County of Clearfield and State of Pennsylvania, more fully described as follows:

BEGINNING at an iron pipe on the Eastern right of way line of U.S. Route 322, said pipe being the Northwestern corner of Lot No. 1 and on the boundary line of lands now or formerly of Ronald B. Krise and Norma J. Krise; thence along said right of way line North 22 degrees 23 minutes West 189.11 feet to an iron rod on said right of way line, said pipe also being the Southwestern corner of Lot No. 3; thence along Lot No. 3, North 63 degrees 41 minutes East 261.82 feet to a point in the center of a public drive through lands now or formerly of Ronald B. Krise and Norma J. Krise as part of the subdivision development and also being on the Western line of Lot NO. 7; thence along center of said drive and along Lot No. 7 and Lot No. 6, South 26 degrees 32 minutes East 185.00 feet to a point in the center of said public drive, and also being the Northeastern corner of Lot No. 1; thence along Lot NO. 1, South 63 degrees 54 minutes West 275.16 feet to an iron pipe on the Eastern right of way line of U.S. Route 322, the place of beginning. Containing approximately 1.142 acres, more or less.

BEING known as Lot No. 2 in the Ronald B. Krise and Norma J. Krise Subdivision in Wallaceton Borough, Clearfield County, Pennsylvania, a map of which subdivision was filed in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, on November 19, 1986, in Map File No. 180, Square No. 133(1).

FURTHER BEING the same premises as vested in the Mortgagors herein by Deed of Ronald B. Krise, et ux., dated May 10, 1993, and recorded in Deed Book Volume 1539 at Page 290.

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

Date: January 19, 2005

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):  
PROPERTY ADDRESS:  
  
LOAN ACCT. NO.:  
ORIGINAL LENDER:  
CURRENT LENDER/SERVICER:

Sharon Warholc & Craig Myers  
47 Private Dr.  
West Decatur, PA 16878  
948100019730  
Northwest Savings Bank  
Northwest Savings Bank

Current Address  
1682 State St  
OSCEOLA MILLS,  
PA  
16866

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 (814-339-7755)

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:

47 Private Dr. West Decatur, PA 16878

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:  
November 2004 - \$641.98, December 2004 - \$641.98, January 2005 - \$641.98

Other charges (explain/itemize): Late Fees - \$794.81

TOTAL AMOUNT PAST DUE \$2720.75

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

**HOW TO CURE THE DEFAULT**—You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 2720.75 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: P.O. Box 337  
Warren, Pa. 16365  
Phone Number: 1-888-588-3050  
Fax Number: 1-814-728-7740  
Contact Person: Mary Pierson

**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

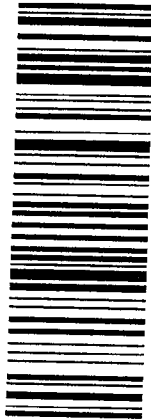




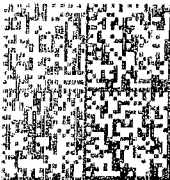
**NORTHWEST  
SAVINGS BANK**  
P. O. BOX 337  
WARREN, PENNSYLVANIA 16365

TEMP. - RETURN SERVICE REQUESTED

**CERTIFIED MAIL<sup>™</sup>**



7004 1160 0001 3481 7393

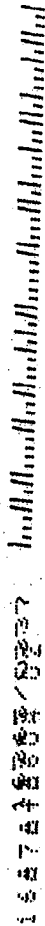


POSTAGE  
\$4.42  
JAN 18 2005  
US POSTAGE  
FIRST CLASS  
MAILED FROM 16365  
011A0413001528

Craig A Myers  
47 Private Dr.  
West Decatur, PA 16878

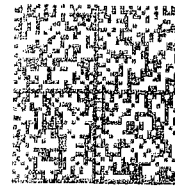
☐ A ☐ INSUFFICIENT ADDRESS  
☐ C ☐ ATTEMPTED NOT KNOWN  
☐ S ☐ NO SUCH NUMBER/STREET  
☒ OTHER ☐ NOT DELIVERABLE AS ADDRESSED  
- UNABLE TO FORWARD

**RTS**  
RETURN TO SENDER



**NORTHWEST  
SAVINGS BANK**  
P. O. BOX 337  
WARREN, PENNSYLVANIA 16365

TEMP. - RETURN SERVICE REQUESTED



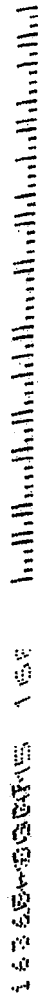
FIRST CLASS  
PRESORT

POSTAGE  
\$0.27  
JAN 18 2005  
US POSTAGE  
FIRST PRSRT AUTO  
MAILED FROM 16365  
011A0413001043

Craig A Myers  
47 Private Dr.  
West Decatur PA 16878

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

**RTS**  
RETURN TO SENDER



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

CENTRE COUNTY

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

Lycoming-Clinton Co Comm For Community Action (STEP)  
2138 Lincoln Street  
P.O. Box 1328  
Williamsport, PA 17703  
(570) 326-0587  
FAX (717) 322-2197

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

7004 1160 0001 3481 7409  
7004 1160 0001 3481 7393

Sent To	
Street, Apt. No., or PO Box No.	
City, State, ZIP+4	
PS Form 3800, June 2002	
See Reverse for Instructions	

Sharon Wardolic  
47 Private Dr  
West Decatur PA 16878

SENDER: COMPLETE THIS SECTION	
<input type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to:	
Sharon Wardolic 47 Private Dr West Decatur PA 16878	
2. Article Number (Transfer from service label)	
7004 1160 0001 3481 7409	

COMPLETE THIS SECTION ON DELIVERY	
A. Signature <i>Sharon Wardolic</i>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name) Sharon Wardolic	C. Date of Delivery 1/26/05
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> 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) <input type="checkbox"/> Yes	

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
successor in interest to First  
National Bank of Centre Hall,  
Plaintiff

vs.

CRAIG A. MYERS and  
SHARON L. WARHOLIC,  
Defendants

CIVIL ACTION

No. 05-347-CD

Type of Case:

**MORTGAGE FORECLOSURE**

Type of Pleading:

**PRAECIPE TO REINSTATE  
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

<sup>60</sup>  
**FILED** 1 Compl. to  
019-2861 Shff  
MAY 09 2005 Atty. pd. 7.00

William A. Shaw  
Prothonotary/Clerk of Courts

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

NORTHWEST SAVINGS BANK,  
successor in interest to First  
National Bank of Centre Hall,  
Plaintiff

vs.

No. 05-347-CD

CRAIG A. MYERS and  
SHARON L. WARHOLIC,  
Defendants

**PRAECIPE TO REINSTATE COMPLAINT**

TO THE PROTHONOTARY:

Please reinstate the Complaint in Mortgage Foreclosure filed in  
the above captioned matter.

HANAK, GUIDO AND TALADAY



---

S. Casey Bowers  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100455  
NO: 05-347-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK  
vs.  
DEFENDANT: CRAIG A. MYERS al

**SHERIFF RETURN**

---

NOW, May 10, 2005, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CRAIG A. MYERS.

NOW, May 13, 2005 AT 4:05 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CRAIG A. MYERS, DEFENDANT. THE RETURN OF CENTRE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

OK FILED  
01:58 PM  
MAY 24 2005

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100455  
NO: 05-347-CD  
SERVICES 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK  
vs.  
DEFENDANT: CRAIG A. MYERS al

SHERIFF RETURN


RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HANAK	14089	10.00
SHERIFF HAWKINS	HANAK	14089	21.00
CENTRE CO.	HANAK	14084	44.00

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

**SHERIFF'S OFFICE**  
CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

<b>SHERIFF SERVICE</b> <b>PROCESS RECEIPT, AND AFFIDAVIT OF RETURN</b>		<b>INSTRUCTIONS FOR SERVICE OF PROCESS:</b> You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.
<b>1. Plaintiff(s)</b> <div style="font-size: 1.5em; font-family: cursive;">Northwest Savings Bank</div>	<b>2. Case Number</b> <div style="font-size: 1.5em; font-family: cursive;">05-347</div>	
<b>3. Defendant(s)</b> <div style="font-size: 1.5em; font-family: cursive;">Craig A. Myers</div>	<b>4. Type of Writ or Complaint:</b> <div style="font-size: 1.5em; font-family: cursive;">Complaint</div>	
<b>SERVE</b> <div style="font-size: 2em; font-family: cursive;">{</div>		
<b>→</b>  <b>AT</b>	<b>5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold.</b> <div style="font-size: 1.5em; font-family: cursive;">Craig A. Myers</div>	
<b>6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)</b> <div style="font-size: 1.5em; font-family: cursive;">1602 State St. Osceola Mills, Pa 16666</div>		
<b>7. Indicate unusual service:</b> <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other		
Now, _____ 20____. I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____		
_____ Sheriff of Centre County		
<b>8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE</b>		

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

9. Print/Type Name and Address of Attorney/Originator	10. Telephone Number	11. Date
	12. Signature	

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE										
13. I acknowledge receipt of the writ or complaint as indicated above.			SIGNATURE of Authorized CCSD Deputy of Clerk and Title				14. Date Filed		15. Expiration/Hearing Date	
<b>TO BE COMPLETED BY SHERIFF</b>										
16. Served and made known to <u>Dawn Bee</u> , on the <u>13</u> day of <u>May</u> , 20 <u>05</u> , at <u>4:05</u> o'clock, <u>P</u> m., at <u>same as above</u> , County of Centre										
Commonwealth of Pennsylvania, in the manner described below:										
<input type="checkbox"/> Defendant(s) personally served. <input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is _____ <input checked="" type="checkbox"/> Adult in charge of Defendant's residence. <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s). <input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. <input type="checkbox"/> _____ and officer of said Defendant company. <input type="checkbox"/> Other _____										
On the _____ day of _____, 20____, at _____ o'clock, _____ M.										
Defendant not found because:										
<input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____										
Remarks:										
Advance Costs		Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
75.00		9.00	9.00	—	2.50	22.00	.50	1.00	44.00	38.00
17. AFFIRMED and subscribed to before me this <u>18</u>					So Answer.					
20. day of <u>May</u> 20 <u>05</u>					18. Signature of Dep. Sheriff					19. Date
21. <u>Corinne Peters</u>					<u>[Signature]</u>					<u>5-16-05</u>
22. <u>Corinne Peters</u>					21. Signature of Sheriff					22. Date
Notary Seal Corinne Peters, Notary Public Bellefonte Boro, Centre County My Commission Expires Sept. 5, 2005					<b>SHERIFF OF CENTRE COUNTY</b>					
					Amount Pd.					Page
24. I acknowledge receipt of the Sheriff's return signature of authorized authority and title.					25. Date Received					



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

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

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

ROBERT SNYDER  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

PAGE 100455

TERM & NO. 05-347-CD

NORTHWEST SAVINGS BANK

COMPLAINT IN MORTGAGE FORECLOSURE

vs.

CRAIG A. MYERS et al

**SERVE BY: 06/08/05**

### MAKE REFUND PAYABLE TO HANAK GUIDO & TALADAY

**SERVE:** CRAIG A. MYERS

**ADDRESS:** 1682 STATE ST., OSCEOLA MILLS, PA 16666

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, May 10, 2005.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

Pg 3090-AM  
pd 7560



IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.

CRAIG A. MYERS and  
SHARON L. WARHOLIC,  
Defendants

CIVIL ACTION

No. 05-347-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

Dated: June 14, 2005

**FILED** *Att'y pl.*  
*m/j: 3034* *20.00*  
JUN 15 2005 *1009 Notice*  
William A. Shaw *to Defs.*  
Prothonotary/Clerk of Courts  
*Statement to*  
*Att'y*  
*@*

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

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.

CRAIG A. MYERS and  
SHARON L. WARHOLIC,  
Defendants

:  
:  
:  
:  
:  
:  
:  
:

No. 05-347-CD

**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 \$74,958.62, together with costs of suit, attorney's fees and interest at the legal rate from March 11, 2005.

I certify that on June 2, 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  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION-LAW

NORTHWEST SAVINGS BANK,	:	
successor in interest to First	:	
National Bank of Centre Hall,	:	
Plaintiff	:	No. 05-347-CD
	:	
vs.	:	
	:	
CRAIG A. MYERS and	:	
SHARON L. WARHOLIC,	:	
Defendants	:	

**IMPORTANT NOTICE**

To: CRAIG A. MYERS  
1682 State Street  
Osceola Mills, PA 16666

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO  
TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT  
WITHIN TEN DAYS OF THE DATE OF THIS NOTICE, 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 YOUR 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 and Market Streets  
Clearfield, PA 16830  
(814) 765-2641, Ext. 1300

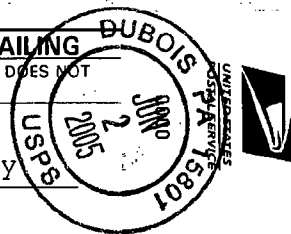
6/2/05

Date



S. Casey Bowers  
Attorney for Plaintiff

U.S. POSTAL SERVICE	<b>CERTIFICATE OF MAILING</b>
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
Hanak, Guido and Taladay	
498 Jeffer St.	
P. O. Box 487	
DuBois, PA 15801	
One piece of ordinary mail addressed to:	
Craig A. Myers	
1682 State Street	
Osceola Mills PA 16666	



U.S. POSTAGE  
PAID  
DUBOIS, PA  
15801  
JUN 02 05  
AMOUNT  
**\$0.90**  
00100668-05

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

NORTHWEST SAVINGS BANK,	:	
successor in interest to First	:	
National Bank of Centre Hall,	:	
Plaintiff	:	No. 05-347-CD
	:	
vs.	:	
	:	
CRAIG A. MYERS and	:	
SHARON L. WARHOLIC,	:	
Defendants	:	

**IMPORTANT NOTICE**

To: SHARON L. WARHOLIC  
47 Private Drive  
West Decatur, PA 16878

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO  
TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT  
WITHIN TEN DAYS OF THE DATE OF THIS NOTICE, 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 YOUR 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 and Market Streets  
Clearfield, PA 16830  
(814) 765-2641, Ext. 1300

6/2/05

Date



S. Casey Bowers  
Attorney for Plaintiff

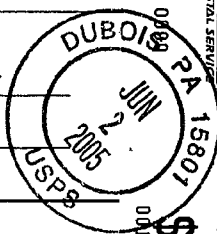
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

Received From:

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

One piece of ordinary mail addressed to:

Sharon L. Warholic  
47 Private Drive  
West Decatur, PA 16878



**\$0.90**  
001100668-05

**POSTAL SERVICE**




U.S. POSTAGE  
PAID  
DUBOIS, PA  
15801  
JUN 02, 05  
AMOUNT

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

 COPY

Northwest Savings Bank

Vs.

No. 2005-00347-CD

Craig A. Myers and  
Sharon L. Warholic

To: DEFENDANT(S)

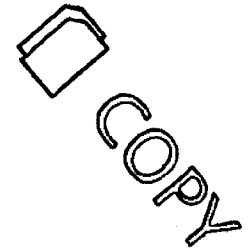
NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$74,958.62 on June 15, 2005.

William A. Shaw  
Prothonotary

---

William A. Shaw

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

COPY

Northwest Savings Bank  
Plaintiff(s)

No.: 2005-00347-CD

Real Debt: \$74,958.62

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Craig A. Myers  
Sharon L. Warholic  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 15, 2005

Expires: June 15, 2010

Certified from the record this 15th day of June, 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.

CRAIG A. MYERS and  
SHARON L. WARHOLIC,  
Defendants

CIVIL ACTION

No. 05-347-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**

01:43 PM  
JUL 29 2005

William A. Shaw  
Prothonotary/Clerk of Courts

ICC & Lewitt  
Packages to Shff  
ICC Atty  
Atty 20.00

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

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.

No. 05-347-CD

CRAIG A. MYERS and  
SHARON L. WARHOLIC,  
Defendants

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Issue writ of execution in the above matter:

Amount due \$74,958.62

Interest from 03/11/05 \$ 1,833.30

Attorney's commission  
(reasonable fee incurred  
up to 5% of principal)

Costs (to be added)


132.00

Prothonotary costs



---

S. Casey Bowers  
Attorney for Plaintiff

 COPY

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.

Defendant

CRAIG A. MYERS and SHARON  
L. WARHOLIC,

Defendants

: CIVIL ACTION - LAW

: No. 05-347-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.

CRAIG A. MYERS and  
SHARON L. WARHOLIC,  
Defendants

No. 05-347-C.D.

**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. 05-347-C.D.

CRAIG A. MYERS and  
SHARON L. WARHOLIC,  
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 their interests therein as identified as that certain parcel of  
land situate in the Borough of Wallacetown, County of Clearfield and  
State of 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

\$74,958.62

Interest from 03/11/05      \$ 1,833.30

Attorney's commission  
(reasonable fee incurred  
up to 5% of principal)

Costs (to be added)

132.00

**Prothonotary costs**

---

Prothonotary

### **EXHIBIT "A"**

ALL that certain parcel of land situate in the Borough of Wallaceton, County of Clearfield and State of Pennsylvania, more fully described as follows:

BEGINNING at an iron pipe on the Eastern right of way line of U.S. Route 322, said pipe being the Northwestern corner of Lot No. 1 and on the boundary line of lands now or formerly of Ronald B. Krise and Norma J. Krise; thence along said right of way line North 22 degrees 23 minutes West 189.11 feet to an iron rod on said right of way line, said pipe also being the Southwestern corner of Lot No. 3; thence along Lot No. 3, North 63 degrees 41 minutes East 261.82 feet to a point in the center of a public drive through lands now or formerly of Ronald B. Krise and Norma J. Krise as part of the subdivision development and also being on the Western line of Lot No. 7; thence along center of said drive and along Lot No. 7 and Lot No. 6, South 26 degrees 32 minutes East 185.00 feet to a point in the center of said public drive, and also being the Northeastern corner of Lot No. 1; thence along Lot No. 1, South 63 degrees 54 minutes West 275.16 feet to an iron pipe on the Eastern right of way line of U.S. Route 322, the place of beginning. CONTAINING approximately 1.142 acres, more or less.

BEING known as Lot No. 2 in the Ronald B. Krise and Norma J. Krise Subdivision in Wallaceton Borough, Clearfield County, Pennsylvania, a map of which subdivision was filed in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, on November 19, 1986, in Map File No. 180, Square No. 133(1).

BEING the same premises, the title to which became vested in Craig A. Myers and Sharon L. Warholic, by deed dated May 10, 1993, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Vol. 1539, p. 290.



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

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.

No. 05-347-C.D.

CRAIG A. MYERS and SHARON  
L. WARHOLIC,  
Defendants

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

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

1. From my personal property in my possession which has  
been levied upon,

(a) I desire that my \$300.00 statutory exemption be:

\_\_\_(i) set aside in kind (specify property  
to be set aside in kind):

---

\_\_\_(ii) paid in cash following the sale of the  
property levied upon; or,

(b) I claim the following exemption (specify  
property and basis of exemption):

---

2. From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300.00 statutory exemption \_\_ in cash;  
\_\_ in kind (specify property) \_\_\_\_\_  
\_\_\_\_\_;

(b) Social Security benefits on deposit in the amount  
of \$\_\_\_\_\_;

(c) Other (specify amount and basis of exemption):  
\_\_\_\_\_.

I request a prompt court hearing to determine the exemption. Notice of hearing should be given to me at (address)  
\_\_\_\_\_, Telephone No. \_\_\_\_\_.

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4404 relating to unsworn falsification to authorities.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Defendant

THIS CLAIM TO BE FILED WITH THE  
OFFICE OF THE SHERIFF  
OF CLEARFIELD COUNTY  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5986

MAJOR EXEMPTIONS UNDER  
PENNSYLVANIA AND FEDERAL LAW

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

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

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.

CRAIG A. MYERS and  
SHARON L. WARHOLIC,  
Defendants

No. 05-347-CD

Type of Case:

**MORTGAGE FORECLOSURE**

Type of Pleading:

**PRAECIPE FOR  
DISCONTINUANCE**

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** <sup>pg 700</sup>  
ICE  
0/10:24 am (W) 1 cert of disc to  
FEB 17 2006 Atty Bowers  
1 satisfaction to  
Atty Bowers

William A. Shaw  
Prothonotary

Date: Feb. 15, 2006

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

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.


No. 05-347-CD

CRAIG A. MYERS and  
SHARON L. WARHOLIC,  
Defendants

**PRAECIPE FOR DISCONTINUANCE**

TO THE PROTHONOTARY:

Please satisfy the judgment entered in the above captioned matter  
and mark the same discontinued and ended.

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

FILED

FEB 17 2006

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Northwest Savings Bank  
First National Bank of Centre Hall

Vs.  
Craig A. Myers  
Sharon L. Warholic

No. 2005-00347-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on February 17, 2006, marked:

Discontinued and ended

Record costs in the sum of \$139.00 have been paid in full by S. Casey Bowers, Esq. .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 22nd day of February A.D. 2006.



---

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2005-00347-CD

Northwest Savings Bank  
First National Bank of Centre Hall

Debt: \$74958.62

Vs.

Atty's Comm.:

Craig A. Myers  
Sharon L. Warholic

Interest From:

Cost: \$7.00

NOW, Wednesday, February 22, 2006, directions for satisfaction having been received,  
and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 22nd day of February, A.D. 2006.



Prothonotary



**HANAK, GUIDO and TALADAY**  
**Attorneys at Law**

Robert M. Hanak  
Anthony S. Guido  
Matthew B. Taladay

Telephone: (814) 371-7768  
Fax: (814) 371-1974

498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801  
scbowers@verizon.net

Nicole Hanak Bankovich  
S. Casey Bowers

February 15, 2006

William A. Shaw, Prothonotary  
Courthouse  
P. O. Box 549  
Clearfield, PA 16830

Re: Northwest Savings Bank v. Warholic, et al.  
No. 05-347-CD

Dear Bill:

Enclosed please find Praeipce for Discontinuance which we would appreciate your filing in our behalf. Kindly send us back the copies marked filed in the enclosed envelope.

Thank you for your attention to this matter.

Very truly yours,



S. Casey Bowers

SCB/bab  
Enc.  
cc: Sheriff of Clearfield County

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20213  
NO: 05-347-CD

PLAINTIFF: NORTHWEST SAVINGS BANK  
vs.  
DEFENDANT: CRAIG A. MYERS AND SHARON L. WARHOLIC

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 07/29/2005

LEVY TAKEN 10/03/2005 @ 11:52 AM

POSTED 10/03/2005 @ 11:52 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 03/10/2006

DATE DEED FILED **NOT SOLD**

**FILED**  
0134161  
MAR 10 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

10/25/2005 @ 2:17 PM SERVED CRAIG A. MYERS

CENTRE COUNTY SERVED CRAIG A. MYERS, DEFENDANT, AT HIS RESIDENCE 1682 STATE STREET, OSCEOLA MILLS, CENTRE COUNTY, PENNSYLVANIA BY HANDING TO CRAIG A. MYERS

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

10/03/2005 @ 11:52 AM SERVED SHARON L. WARHOLIC

SERVED SHARON L. WARHOLIC, DEFENDANT, AT HER RESIDENCE 47 PRIVATE DRIVE, WEST DECATUR, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHARON L. WARHOLIC

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

@ SERVED

NOW, DECEMBER 1, 2005 RECEIVED A FAX LETTER TO CONTINUE THE SHERIFF SALE SCHEDULED FOR DECEMBER 2, 2005 OT MARCH 3, 2006.

@ SERVED

NOW, FEBRUARY 15, 2006 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO DISCONTINUE THE SHERIFF SALE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20213  
NO: 05-347-CD

PLAINTIFF: NORTHWEST SAVINGS BANK  
vs.  
DEFENDANT: CRAIG A. MYERS AND SHARON L. WARHOLIC

Execution REAL ESTATE


SHERIFF RETURN

---

SHERIFF HAWKINS \$220.89

SURCHARGE \$40.00 PAID BY PLAINTIFF

So Answers,

  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
Plaintiff

vs.

Defendant

CRAIG A. MYERS and SHARON  
L. WARHOLIC,  
Defendants

: CIVIL ACTION - LAW  
:  
: No. 05-347-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. 05-347-C.D.
	:	
CRAIG A. MYERS and	:	
SHARON L. WARHOLIC,	:	
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. 05-347-C.D.
	:	
CRAIG A. MYERS and	:	
SHARON L. WARHOLIC,	:	
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 their interests therein as identified as that certain parcel of land situate in the Borough of Wallacetown, County of Clearfield and State of 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	\$74,958.62
------------	-------------

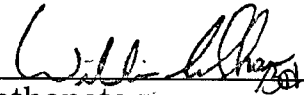
Interest from 03/11/05      \$ 1,833.30

Attorney's commission  
(reasonable fee incurred  
up to 5% of principal)

Costs (to be added)

132.00

Prothonotary costs

  
\_\_\_\_\_  
Prothonotary

Received July 29, 2005 @ 3:15 P.M.  
Chester A. Kautheis  
by Cynthia B. B. - Auphenberg



### **EXHIBIT "A"**

ALL that certain parcel of land situate in the Borough of Wallaceton, County of Clearfield and State of Pennsylvania, more fully described as follows:

BEGINNING at an iron pipe on the Eastern right of way line of U.S. Route 322, said pipe being the Northwestern corner of Lot No. 1 and on the boundary line of lands now or formerly of Ronald B. Krise and Norma J. Krise; thence along said right of way line North 22 degrees 23 minutes West 189.11 feet to an iron rod on said right of way line, said pipe also being the Southwestern corner of Lot No. 3; thence along Lot No. 3, North 63 degrees 41 minutes East 261.82 feet to a point in the center of a public drive through lands now or formerly of Ronald B. Krise and Norma J. Krise as part of the subdivision development and also being on the Western line of Lot No. 7; thence along center of said drive and along Lot No. 7 and Lot No. 6, South 26 degrees 32 minutes East 185.00 feet to a point in the center of said public drive, and also being the Northeastern corner of Lot No. 1; thence along Lot No. 1, South 63 degrees 54 minutes West 275.16 feet to an iron pipe on the Eastern right of way line of U.S. Route 322, the place of beginning. CONTAINING approximately 1.142 acres, more or less.

BEING known as Lot No. 2 in the Ronald B. Krise and Norma J. Krise Subdivision in Wallaceton Borough, Clearfield County, Pennsylvania, a map of which subdivision was filed in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, on November 19, 1986, in Map File No. 180, Square No. 133(1).

BEING the same premises, the title to which became vested in Craig A. Myers and Sharon L. Warholic, by deed dated May 10, 1993, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Vol. 1539, p. 290.

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

NORTHWEST SAVINGS BANK,	:	
Plaintiff	:	
	:	
vs.	:	No. 05-347-C.D.
	:	
CRAIG A. MYERS and SHARON	:	
L. WARHOLIC,	:	
Defendants	:	

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

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

1. From my personal property in my possession which has  
been levied upon,

(a) I desire that my \$300.00 statutory exemption be:

\_\_ (i) set aside in kind (specify property  
to be set aside in kind):

---

\_\_ (ii) paid in cash following the sale of the  
property levied upon; or,

(b) I claim the following exemption (specify  
property and basis of exemption):

---

2. From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300.00 statutory exemption \_\_ in cash;  
\_\_ in kind (specify property) \_\_\_\_\_  
\_\_\_\_\_;

(b) Social Security benefits on deposit in the amount  
of \$\_\_\_\_\_;

(c) Other (specify amount and basis of exemption):  
\_\_\_\_\_.

I request a prompt court hearing to determine the exemption. Notice of hearing should be given to me at (address)  
\_\_\_\_\_, Telephone No. \_\_\_\_\_.

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4404 relating to unsworn falsification to authorities.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Defendant

THIS CLAIM TO BE FILED WITH THE  
OFFICE OF THE SHERIFF  
OF CLEARFIELD COUNTY  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5986

MAJOR EXEMPTIONS UNDER  
PENNSYLVANIA AND FEDERAL LAW

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

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME CRAIG A. MYERS

NO. 05-347-CD

NOW, March 10, 2006, 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 , I exposed the within described real estate of Craig A. Myers And Sharon L. Warholc to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	10.67
LEVY	15.00
MILEAGE	10.67
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.55
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$220.89</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	74,958.62
INTEREST @	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	1,833.30
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$76,831.92</b>

**COSTS:**

ADVERTISING	398.50
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	220.89
LEGAL JOURNAL COSTS	198.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,089.39</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



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

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

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

ROBERT SNYDER  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20213

TERM & NO. 05-347-CD

NORTHWEST SAVINGS BANK

vs.

CRAIG A. MYERS AND SHARON L. WARHOLIC

DOCUMENTS TO BE SERVED:  
NOTICE OF SALE  
WRIT OF EXECUTION  
COPY OF LEVY

SERVE BY: NOV. 1, 2005

MAKE REFUND PAYABLE TO ATTY OFFICE CASEY BOWERS, ESQ. <sup>814-</sup> 371-7768  
RETURN TO BE SENT TO THIS OFFICE

SERVE: CRAIG A. MYERS

ADDRESS: 1682 STATE STREET  
OSCEOLA MILLS, PA 16666

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CENTRE COUNTY COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Tuesday, October 11, 2005.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

pg 3246-AA  
cd 75w

# SHERIFF'S OFFICE

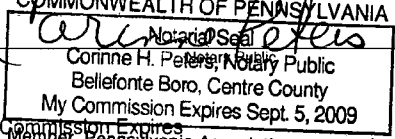
## CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

<b>SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN</b>		INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.	
1. Plaintiff(s) <u>NORTHWEST SAVINGS BANK</u>		2. Case Number <u>05-347-CD</u>	
3. Defendant(s) <u>CRAIG A MYERS</u>		4. Type of Writ or Complaint: <u>Execution, NOTICE &amp; LEVY</u>	
SERVE → AT	5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. <u>Craig Myers</u>		
	6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <u>1682 State St, Osceola Mills, Pa. 16666</u>		
7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other			
Now, <u>20</u> I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of <u>Centre</u> County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. <u>Sheriff of Centre County</u>			
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE			

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

9. Print/Type Name and Address of Attorney/Originator	10. Telephone Number	11. Date
	12. Signature	

<b>SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE</b>									
13. I acknowledge receipt of the writ or complaint as indicated above.		SIGNATURE of Authorized CCSD Deputy of Clerk and Title			14. Date Filed		15. Expiration/Hearing Date		
<b>TO BE COMPLETED BY SHERIFF</b>									
16. Served and made known to <u>Craig Myers</u> , on the <u>25</u> day of <u>Oct</u> , 20 <u>05</u> , at <u>8:17</u> o'clock, <u>P</u> m., at <u>SAME AS ABOVE</u> , County of Centre Commonwealth of Pennsylvania, in the manner described below: <input checked="" type="checkbox"/> Defendant(s) personally served. <input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is _____ <input type="checkbox"/> Adult in charge of Defendant's residence. <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s). <input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. <input type="checkbox"/> _____ and officer of said Defendant company. <input type="checkbox"/> Other _____ On the _____ day of _____, 20____, at _____ o'clock, _____ M. Defendant not found because: <input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____ Remarks:									
Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
<u>75.00</u>	<u>9.00</u>	<u>9.00</u>	<u>—</u>	<u>2.50</u>	<u>26.00</u>	<u>.50</u>	<u>1.00</u>	<u>48.00</u>	<u>27.00</u>
17. AFFIRMED and subscribed to before me this <u>26</u> day of <u>Oct.</u> , 20 <u>05</u>				So Answer.					
28.  My Commission Expires <u>Sept 5, 2009</u>				18. Signature of Dep. Sheriff <u>[Signature]</u>				19. Date <u>10-26-05</u>	
				21. Signature of Sheriff <u>[Signature]</u>				22. Date	
				SHERIFF OF CENTRE COUNTY					
				Amount Pd. _____ Page _____					
24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.									25. Date Received

**HANAK, GUIDO and TALADAY**  
**Attorneys at Law**

Robert M. Hanak  
Anthony S. Guido  
Matthew B. Taladay

Telephone: (814) 371-7768  
Fax: (814) 371-1974

498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

Nicole Hanak Bankovich  
S. Casey Bowers

December 1, 2005

Sheriff of Clearfield Co.  
Courthouse  
One North Second Street, Suite 116  
Clearfield, PA 16830

Attn: Cindy

Re: Northwest Savings Bank v. Myers and Warholic  
No. 05-347-CD/Sheriff's Sale

Dear Cindy:

As you know this office represents the Plaintiff, Northwest Savings Bank, in the above matter. Kindly postpone the Sheriff's sale scheduled to be held on December 2, 2005, at 10:00 a.m. and reschedule said hearing to be held no less than 60 days but no more than 90 days from the original hearing date.

As always, feel free to call me with any questions.

Sincerely,



S. Casey Bowers

SCB/bab  
Enc.

cc: Brad Jones, Northwest Savings Bank  
Lauren Robbins, Mid-Penn Legal Services



**HANAK, GUIDO and TALADAY**  
**Attorneys at Law**

Robert M. Hanak  
Anthony S. Guido  
Matthew B. Taladay

Nicole Hanak Bankovich  
S. Casey Bowers

Telephone: (814) 371-7768  
Fax: (814) 371-1974

498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801  
scbowers@verizon.net

February 15, 2006

Sheriff of Clearfield Co.  
Courthouse  
One North Second Street, Suite 116  
Clearfield, PA 16830

Attn: Cindy

Re: Northwest Savings Bank v. Myers and Warholic  
No. 05-347-CD/Sheriff's Sale

Dear Cindy:

Enclosed please find our Praecipe to Discontinue this matter.  
Kindly forward any refund of advanced costs to this office.

As always, feel free to call me with any questions.

Sincerely,



S. Casey Bowers

SCB/bab  
Enc.