

05-856-CD  
Clfd. Bank & Trust vs. D. Dunlap

Clearfield B&T v. David Dunlap  
2005-856-CD

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

FILED NO  
CC

1/11/2004  
JAN 04 2004

William A. Shaw  
Prothonotary/Clerk of Courts

CLEARFIELD BANK AND TRUST  
COMPANY, : No. 05-856-CD

Plaintiff

No. 05-856-CD

vs.

DAVID LEE DUNLAP : Filed on Behalf of: Plaintiff

Defendant

Counsel of Record for this Party:  
BABST, CALLAND, CLEMENTS, AND  
ZOMNIR, PC.  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893  
328 Innovation Boulevard, Suite 200  
State College, PA 16803  
(814) 867.8055

**AFFIDAVIT OF SERVICE**

I, Alan F. Kirk, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the **5th** day of **December 2006**, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

Copies of the letter and certificates of mailing are also attached hereto, made a part hereof and marked as Exhibit "B".

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC. *Alan F. Kirk*

\_\_\_\_\_  
Alan F. Kirk, Esquire

Sworn to and subscribed before me this  
17th day of December, 2006.

*Michele M. Steudler*  
\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Michele M. Steudler, Notary Public  
College Twp., Centre County  
My Commission Expires Apr. 7, 2010

Member, Pennsylvania Association of Notaries

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

CLEARFIELD BANK AND TRUST : No. 05-856-CD  
COMPANY, :  
Plaintiff :  
: Type of Pleading: AFFIDAVITvs.  
: :  
DAVID LEE DUNLAP : Filed on Behalf of: Plaintiff  
: :  
Defendant :  
: Counsel of Record for this Party:  
: BABST, CALLAND, CLEMENTS, AND  
: ZOMNIR, PC.  
: ALAN F. KIRK, ESQUIRE  
: Supreme Court # 36893  
: 328 Innovation Boulevard, Suite 200  
: State College, PA 16803  
: (814) 867.8055

**AFFIDAVIT PURSUANT TO RULE 3129**

I, ALAN F. KIRK, ESQUIRE, attorney for Plaintiff in the above action, set forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located in Fourth Ward, Clearfield Borough, Clearfield County, Pennsylvania, a copy of the description of said property is attached hereto and marked Exhibit "A".

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

Date: 12/27/06

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.



---

Alan F. Kirk, Esquire  
Attorney for Plaintiff

CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No. 05-8568-CD  
COMPANY, :  
Plaintiff :  
vs. :  
:

DAVID LEE DUNLAP : Filed on Behalf of: Plaintiff  
:

Defendant :  
Counsel of Record for this Party:  
BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893  
328 Innovation Boulevard, Suite 200  
State College, PA 16803  
(814) 867.8055  
(814) 867.8051-Fax  
Email: [akirk@bccz.com](mailto:akirk@bccz.com)

**SHERIFF'S SALE OF VALUABLE REAL ESTATE**

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County,

Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the CLEARFIELD COUNTY  
COURTHOUSE, 1 N. SECOND ST., SUITE 116, CLFD, PA ON FRIDAY JANUARY 5, 2007

at

10:00 a.m., prevailing time.

**TERMS OF SALE**

The price or sum at which the property shall be struck off must be paid at the time of sale or such other arrangements made as will be approved, otherwise the property will be immediately put up and sold again at the expense and risk of the person to whom it was struck off and who, in case of deficiency of such resale, shall make good for the same and in no instance will the deed be presented for confirmation unless the money is actually paid to the Sheriff.

**NOTICE**

To all parties in interest and Claimants: A schedule of distribution will be filed by the Sheriff in his office the first Monday following the date of sale, and distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

CHESTER A. HAWKINS, SHERIFF



“EXHIBIT A”

ALL the parcel of land situate in the Fourth Ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on Cemetery Road at the intersection of an alley with said road thence South along Cemetery Road 4 degrees 40 minutes West 32.5 feet to the intersection of line of Lot 108; thence West 49.6 feet to a stake; thence North 4 degrees 40 minutes East 35.2 feet to the alley; thence along said alley East 49.6 feet to the place of beginning.

BEING the same premises conveyed to Grantors herein by Deed of Harry W. Hand and Dolly E. Hand, his wife, dated September 29, 1976, and recorded at Clearfield County in Volume 727, Page 516.

SEIZED, taken in execution to be sold as the property of DAVID LEE DUNLAP, at the suit of CLEARFIELD BANK AND TRUST COMPANY. JUDGMENT NO. 05-8568-CD

**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:

Mr. David Lee Dunlap  
110 Cemetery Road  
Clearfield, PA 16830

2. Article Number

(Transfer from service label)

7005 0390 0005 0664 2807

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X**
 Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

## 3. Service Type

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

4. Restricted Delivery? (Extra Fee)  Yes
**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

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

Postage	\$ .39
Certified Fee	\$ 2.40
Return Receipt Fee (Endorsement Required)	\$ 1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.64

7005 0390 0005 0664 2807

Sent To: Mr. David Lee Dunlap  
Street, Apt. No.: 110 Cemetery Rd.  
City, State, ZIP+4: Clearfield, PA 16830

PS Form 3800, June 2002

See Reverse for Instructions

**U.S. POSTAL SERVICE****CERTIFICATE OF MAILING**MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE—POSTMASTER

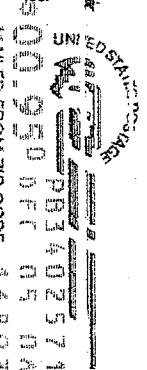
Received From:

318 Innovation Blvd Ste 300  
State College, PA 16803

One piece of ordinary mail addressed to:

Mr. David Lee Dunlap  
110 Cemetery Rd.  
Clearfield, PA 16830

Affix fee here in stamp or meter postage and  
postmark. Inquire of Postmaster for current  
fee.



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From: <u>BCF</u> <u>348 Innovation Blvd. Ste. 100</u> <u>State College, PA 16803</u>		
One piece of ordinary mail addressed to: <u>Clearfield Bank + Trust Co.</u> <u>11 N. Second St. PO Box 171</u> <u>Clearfield, PA 16830</u>		

PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From: <u>BCF</u> <u>348 Innovation Blvd. Ste. 100</u> <u>State College, PA 16803</u>		
One piece of ordinary mail addressed to: <u>Citibank</u> <u>101 E. 40th St. N</u> <u>Albion, SD 57117</u>		

PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From: <u>BCF</u> <u>348 Innovation Blvd. Ste 100</u> <u>State College</u>		
One piece of ordinary mail addressed to: <u>Clearfield County Tax Court</u> <u>Clearfield County Courthouse</u> <u>Clearfield, PA 16830</u>		

PS Form 3817, January 2001

**EXHIBIT "B":**

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**CLEARFIELD BANK & TRUST COMPANY**, Plaintiffs in the above action, by and through their attorney, Alan F. Kirk, Esquire of Babst, Calland, Clements and Zomnir, PC., set forth as of the date of the Praeclipe for Writ of Execution was filed, the following information concerning the real property located in the Fourth Ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described on Exhibit "A" attached hereto.

1. The name and address of the owners of the property are as follows:

**Mr. David Lee Dunlap  
110 Cemetery Road  
Clearfield, PA 16830**

2. The name and address of the Defendant in judgment are as follows:

**Mr. David Lee Dunlap  
110 Cemetery Road  
Clearfield, PA 16830**

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

**Clearfield Bank & Trust Company  
11 North Second Street, P.O. Box 171  
Clearfield, PA 16830**

**Citibank  
701 E. 60<sup>th</sup> Street N.  
Sioux Falls, SD 57117**

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

**Clearfield Bank & Trust Company  
11 North Second Street, P.O. Box 171  
Clearfield, PA 16830**

**Citibank  
701 E. 60<sup>th</sup> Street N.  
Sioux Falls, SD 57117**

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

**None**

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

**Clearfield County Tax Claim Bureau  
Clearfield, PA 16830**

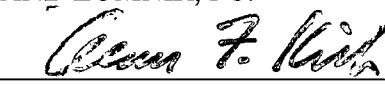
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

**None**

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

BABST, CALLAND, CLEMENTS.  
AND ZOMNIR, PC.

Date: 12/27/06

  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

DAVID LEE DUNLAP

Defendant

No. 05-856-CD

Type of Pleading: PRAECIPE FOR ENTRY  
OF JUDGMENT

FILED *Atty pd. 20.00*  
m 11:48 2006 1CCS Notice  
AUG 29 2006 to Def.  
William A. Shaw Statement  
Prothonotary/Clerk of Courts  
to Atty  
*(CR)*

Filed on behalf of: Plaintiff

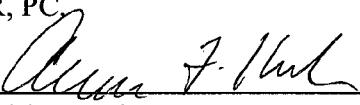
Counsel of Record for this Party:  
BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC  
Alan F. Kirk, Esquire  
Supreme Court # 36893  
328 Innovation Boulevard, Suite 200  
State College, PA 16803  
(814) 867.8055

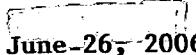
**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

TO PROTHONOTARY OF CLEARFIELD COUNTY:

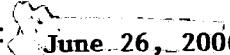
Please enter Default Judgment in the amount of **FORTY-EIGHT THOUSAND FIVE HUNDRED NINETY-EIGHT AND 14/100 (\$48,598.14) DOLLARS** together with interest and costs of this suit on the above-captioned Defendant due to the Defendant's failure to enter an appearance or file an Answer within the allotted twenty (20) day limit.

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC

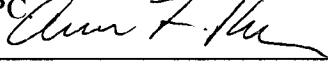
  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for the Plaintiff

Date:   
June 26, 2006

I hereby certify that a written notice of the intention to file a Praecipe for Default Judgment was sent certified mail, return receipt requested and First Class U.S. Mail to **David Lee Dunlap, Defendant**, at least ten (10) days prior to the filing of the within Praecipe. Copies of the aforesaid Notice are attached hereto, made a part hereof and incorporated herein by reference.

Date:   
June 26, 2006

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC

  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

FILE

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

DAVID LEE DUNLAP

Defendant

: No. 2005-856-CD

: Type of Pleading: **10 DAY NOTICE**

: Filed on Behalf of: Plaintiff

: Counsel of Record for this Party:  
BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC  
: Alan F. Kirk, Esquire  
: Supreme Court # 36893  
: 328 Innovation Boulevard, Suite 200  
: State College, PA 16803

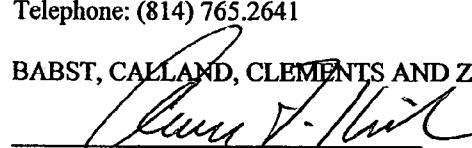
**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

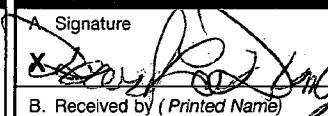
PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
230 E. MARKET STREET  
CLEARFIELD, PA 16830  
Telephone: (814) 765.2641

Date: **February 6, 2006**

BABST, CALLAND, CLEMENTS AND ZOMNIR, PC

  
Alan F. Kirk, Esquire  
Attorney for the Plaintiff

David Lee Dunlap- Certified Mail, #7002 0860 0006 7538 5168, RRR and First Class U.S. Mail

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature </p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
1. Article Addressed to:		<p><b>MR. DAVID LEE DUNLAP</b>  <b>110 CEMETERY ROAD</b>  <b>CLEARFIELD, PA 16830</b></p>	
2. Article Number (Transfer from service label)		7002 0860 0006 7538 5168	
PS Form 3811, August 2001		Domestic Return Receipt 102595-01-M-250	

<b>U.S. Postal Service</b> <b>CERTIFIED MAIL RECEIPT</b> <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>		
<b>OFFICIAL USE</b>		
5168 7538 7002	Postage	\$ .39
	Certified Fee	2.40
	Return Receipt Fee (Endorsement Required)	1.85
	Restricted Delivery Fee (Endorsement Required)	
	Total Postage & Fees	\$ 4.64
<i>Sent To</i> <b>MR. DAVID LEE DUNLAP</b> <i>Street, Apt. No.;</i> <i>or PO Box No.</i> 110 CEMETERY ROAD <i>City, State, ZIP+4</i> CLEARFIELD, PA 16830		
<small>PS Form 3800, April 2002</small> <small>See Reverse for Instructions</small>		



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

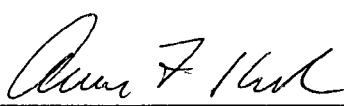
CLEARFIELD BANK AND TRUST : No. 05-856-CD  
COMPANY, :  
Plaintiff :  
: Type of Pleading: ENTRY OF JUDGMENTvs.  
DAVID LEE DUNLAP :  
Defendant :  
: Filed on behalf of: Plaintiff  
: Counsel of Record for this Party:  
: BABST, CALLAND, CLEMENTS AND  
: ZOMNIR, PC  
: Alan F. Kirk, Esquire  
: Supreme Court # 36893  
: 328 Innovation Boulevard, Suite 200  
: State College, PA 16803  
: (814) 867.8055

**TO PROTHONOTARY OF CLEARFIELD COUNTY:**

Please Enter Judgment against the above-named Defendant pursuant to the enclosed  
Certificate of Judgment of **Clearfield County Docket No. 05-856-CD** in the principal amount  
of **\$48,598.14** together with interest and costs of suit.

By:  
BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.

Dated: June 26, 2006

  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for the Plaintiff

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 05-856-CD
DAVID LEE DUNLAP		Type of Pleading: ENTRY OF JUDGMENTvs.
Plaintiff	:	Filed on behalf of: Plaintiff
Defendant	:	Counsel of Record for this Party: BABST, CALLAND, CLEMENTS AND ZOMNIR, PC Alan F. Kirk, Esquire Supreme Court # 36893 328 Innovation Boulevard, Suite 200 State College, PA 16803 (814) 867.8055

TO: **David Lee Dunlap  
222 Leavy Avenue  
Clearfield, PA 16830**

Notice is given that a JUDGMENT in the above-captioned matter has been entered against you in the amount of \$ 48,598.14 on August 29, 2006.

, Prothonotary

William H. Chan

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

Clearfield Bank & Trust Company  
Plaintiff(s)

No.: 2005-00856-CD

Real Debt: \$48,598.14

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

David Lee Dunlap  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 29, 2006

Expires: August 29, 2011

Certified from the record this 29th day of August, 2006.

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

DAVID LEE DUNLAP

Defendant

No. 05-856-CD

Type of Pleading: PRAECIPE

Filed on behalf of: Plaintiff

Counsel of Record for this Party:  
BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC  
Alan F. Kirk, Esquire  
Supreme Court # 36893  
328 Innovation Boulevard, Suite 200  
State College, PA 16803  
(814) 867.8055

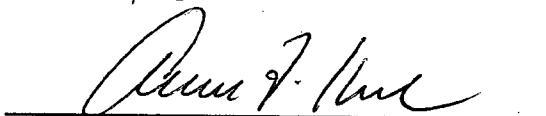
**PRAECIPE**

Please reissue and reinstate the Complaint in the above matter due to  
the inability to locate and serve the Complaint upon the Defendant within the  
applicable time period.

Date: December 22, 2005

Respectfully submitted,

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC

  
\_\_\_\_\_  
Alan F. Kirk, Esquire

FILED No CC  
11/30/06 Atty pd. 7.00  
JAN 19 2006 1 Compl.  
William A. Shaw  
Prothonotary/Clerk of Courts  
Reinstated  
to Atty  
6K

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

No. 2005 - 856-C0

vs.

DAVID LEE DUNLAP

Defendant

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893  
1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or 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.

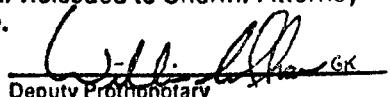
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765.2641

FILED

JUN 17 2005  
6/11/05  
William A. Shaw  
Prothonotary/Clerk of Courts

5 cent to N.Y.

Jan 19, 2006 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
Deputy Prothonotary

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

DAVID LEE DUNLAP

Defendant

: No.

: Type of Pleading: COMPLAINT

: Filed on Behalf of: Plaintiff

: Counsel of Record for this Party:  
: ALAN F. KIRK, ESQUIRE  
: Supreme Court # 36893  
: 1375 Martin Street, Suite 204  
: State College, PA 16803  
: (814) 234.2048

**COMPLAINT**

NOW COMES, the Plaintiff, Clearfield Bank & Trust Company, by its attorney, Alan F. Kirk, Esquire, and files the within Complaint whereof the following is a statement:

1. The Plaintiff is CLEARFIELD BANK & TRUST COMPANY, a corporation, with a principal place of business of 11 North Second Street, P.O. Box 171 Clearfield, Pennsylvania 16830.

2. The Defendant is DAVID LEE DUNLAP, with property address and a mailing address of 110 Cemetery Road, Clearfield, Pennsylvania 16830.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendant dated *November 11, 2003*, in the principal amount of **\$41,474.22**, a copy of the said Mortgage is attached hereto and made a part hereof, marked as *Exhibit "A"* and is recorded at *Clearfield County Volume Instrument No. 200321857* on *December 2, 2003*.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Fourth Ward of Clearfield Borough, Clearfield County, Pennsylvania and more fully described in the attached Exhibit "B".

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendant the sum of \$41,474.22 as set forth in Promissory Note dated November 12, 2003. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

6. The Defendant defaulted under the terms of the said loan by failing to make the monthly payment due and subsequent monthly installments due since then.

7. The Plaintiff has given the Defendant written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated *December 22, 2004*, a true and correct copy of the same is attached hereto and made a part hereof and marked as *Exhibit "D"*.

8. That to the best of the knowledge, information and belief of the Plaintiff, the Defendant has not availed himself under the pertinent provisions of the Homeowners' Emergency Assistance Act.

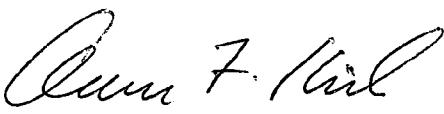
9. That to the best of the knowledge, information and belief of the Plaintiff, the Defendant is not on active duty with the armed forces of the United States.

10. The amounts due and owing under the terms of the said Mortgage are as follows:

(a)	Principal Balance	\$ 40,700.90
(b)	Interest per diem of 10.59338 from 7/17/04 to 6/1/05	\$ 3,599.91
(c)	Late Charges	\$ 198.74
(d)	Satisfaction Fee	\$ 28.50
(e)	Attorney Collection Fee	<u>\$ 4,070.09</u>
	<b>FINAL TOTAL</b>	<b>\$48,598.14</b>

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$48,598.14** plus interest at **9.50%**, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

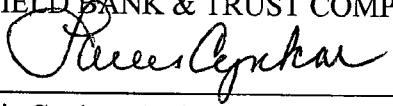
  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

Date: June 1, 2005

**VERIFICATION**

I, Louis Cynkar, Assistant Vice President of **CLEARFIELD BANK & TRUST COMPANY**, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 PA. C.S.A. §4904 relating to unsworn falsification to authorities.

CLEARFIELD BANK & TRUST COMPANY

By: 

Louis Cynkar, Assistant Vice President

Date:

Commonwealth of Pennsylvania \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

## MORTGAGE

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 11/12/03 and the parties, their addresses and tax identification numbers, if required, are as follows:

**MORTGAGOR:**

DAVID LEE DUNLAP  
110 CEMETERY RD  
CLEARFIELD PA 16830-2664

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

**LENDER:**

CLEARFIELD BANK & TRUST COMPANY  
N. 2ND & BRIDGE STREETS  
CLEARFIELD, PA 16830

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

CLEARFIELD COUNTY VOL 1618 PAGE 430

The property is located in CLEARFIELD/4TH WARD, BOROUGH  
(County)

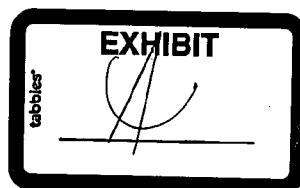
110 CEMETERY ROAD, CLEARFIELD, Pennsylvania 16830  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 41,474.22. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument.

4. **SECURED DEBT.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)



- B. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- C. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 5. PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due, and provide to Lender copies of all receipts on demand. Mortgagor agrees to make all payments when due and comply with all covenants of any prior security interest on the Property.
- 8. DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
- 9. PROPERTY CONDITION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary.
- 10. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed.
- 11. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements and rents, issues and profits. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.
- 12. DEFAULT AND REMEDIES.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired

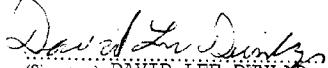
shall also constitute an event of default. Lender may accelerate the Secured Debt subject to any notice requirements of Lender to provide notice to Mortgagor as required by law. Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth.

13. **EXPENSES; ADVANCES ON COVENANTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This Security Instrument shall remain in effect until released.
14. **INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires and shall include a standard mortgage clause in favor of Lender. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld.
15. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. Any provision that appoints Lender as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). Lender, by exercising any of its rights under this Security Instrument, does so for benefit of Lender. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular.
16. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
17. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any right to appraisement relating to the Property.

(page 3 of 4)

NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.

**SIGNATURES:** By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

 11/12/03  
(Signature) DAVID LEE DUNLAP (Date) (Signature) 11/12/03  
(Date)

.....  
(Witness)

.....  
(Witness)

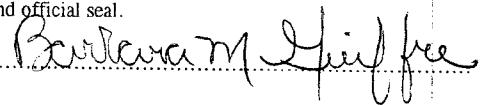
**ACKNOWLEDGMENT:**

COMMONWEALTH OF ..PENNSYLVANIA....., COUNTY OF ....CLEARFIELD.....} ss.  
(Individual) On this, the ..12th.... day of ..NOVEMBER...2003....., before me BARBARA M. GIUFFRE ..,  
the undersigned officer, personally appeared .DAVID. LEE. DUNLAP.....  
....., known to me (or satisfactorily proven) to be the  
person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she  
executed the same for the purposes therein contained.

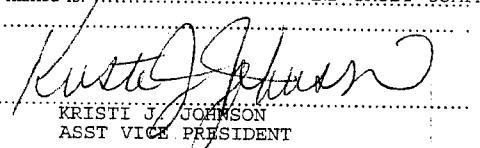
In witness whereof, I hereunto set my hand and official seal.

My commission expires:

(Seal) OFFICIAL SEAL  
BARBARA M. GIUFFRE, NOTARY PUBLIC  
CLEARFIELD BORO, CLEARFIELD COUNTY  
MY COMMISSION EXPIRES MARCH 12, 2006

  
NOTARY PUBLIC  
Title of Officer

It is hereby certified that the address of the Lender within named is: ..CLEARFIELD BANK AND TRUST COMPANY  
11 N. SECOND, CLEARFIELD, PA. 16830.....

  
KRISTI J. JOHNSON  
ASST VICE PRESIDENT

“EXHIBIT A”

ALL the parcel of land situate in the Fourth Ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

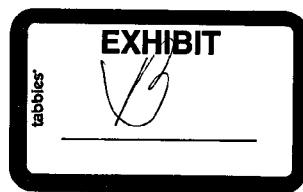
BEGINNING at a point on Cemetery Road at the intersection of an alley with said road thence South along Cemetery Road 4 degrees 40 minutes West 32.5 feet to the intersection of line of Lot 108; thence West 49.6 feet to a stake; thence North 4 degrees 40 minutes East 35.2 feet to the alley; thence along said alley East 49.6 feet to the place of beginning.

BEING the same premises conveyed to Grantors herein by Deed of Harry W. Hand and Dolly E. Hand, his wife, dated September 29, 1976, and recorded at Clearfield County in Volume 727, Page 516.

ALL the parcel of land situate in the Fourth Ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on Cemetery Road at the intersection of an alley with said road thence South along Cemetery Road 4 degrees 40 minutes West 32.5 feet to the intersection of line of Lot 108; thence West 49.6 feet to a stake; thence North 4 degrees 40 minutes East 35.2 feet to the alley; thence along said alley East 49.6 feet to the place of beginning.

BEING the same premises conveyed to Grantors herein by Deed of Harry W. Hand and Dolly E. Hand, his wife, dated September 29, 1976, and recorded at Clearfield County in Volume 727, Page 516.



CLEARFIELD BANK & TRUST COMPANY N. 2ND & BRIDGE STREETS CLEARFIELD, PA 16830		DAVID LEE DUNLAP
LENDER'S NAME AND ADDRESS "You" means the Lender, its successors and assigns.		110 CEMETERY RD CLEARFIELD PA 16830-2664
TERMS FOLLOWING A <input checked="" type="checkbox"/> APPLY ONLY IF CHECKED		BORROWER'S NAME AND ADDRESS "I" includes each Borrower above, jointly and severally.

NOTE - For value received, I promise to pay to you, or your order, at your address above, the principal sum of: **Forty one thousand four hundred seventy four & 22/100** Dollars \$ **41,474.22**

plus interest from **NOVEMBER 17, 2003** at the rate of **9.5000** % per year until **NOVEMBER 17, 2028**

ADDITIONAL FINANCE CHARGE - I also agree to pay a non-refundable fee of \$ \_\_\_\_\_, and it will be  paid in cash.  paid pro rata over the loan term.  withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

VARIABLE RATE - The rate above may change so as always to be \_\_\_\_\_ the following index rate:

\_\_\_\_\_ . The interest rate may not change more than \_\_\_\_\_ % each.

The annual interest rate in effect on this note will not at any time be more than \_\_\_\_\_ % or less than \_\_\_\_\_ %. The interest rate in effect on this note may change (as often as) \_\_\_\_\_ (assuming there is a change in the base rate) and an increase in the interest rate will cause an increase in  the amount of each scheduled payment.  the amount due at maturity.  the number of payments.

PAYMENT - I will pay this note as follows:

(a)  Interest due:

(b)  This note has **300** payments. The first payment will be in the amount of \$ **363.00** and will be due **12/17/03**

thereafter. A payment of \$ **363.00** will be due on the **17th** day of each **Month**

thereafter. The final payment of the entire unpaid balance of principal and interest will be due **NOVEMBER 17, 2028**

INTEREST - Interest accrues on a **Actual/365** basis.  RETURNED CHECK CHARGE - I agree to pay a fee of \$ \_\_\_\_\_ for each check returned due to non-sufficient funds or withdrawal or draft I issue in connection with this loan that is returned because it has been dishonored.

MINIMUM FINANCE CHARGE - I agree to pay a minimum finance charge of \$ \_\_\_\_\_ if I pay this loan off before you have earned that much in finance charges.

LATE CHARGE - I agree to pay a late charge on any installment or payment made more than **15** days after it is due equal to **5.000** % of the unpaid amount or \$ **20.00**, whichever is **Less**.

THE PURPOSE OF THIS LOAN IS: **COMBINE 2 CB&T MORTGAGES**

#506419 + #851183

SECURITY - You have certain rights that may affect my property as explained on page 3. This loan  is  not further secured.

(a)  This loan is secured by **RESIDENCE 110 CEMETERY ROAD CLEARFIELD**, dated **11/12/03**

(b)  Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 3 of this agreement.

This Property will be used for **Family/Household** purposes.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an itemization of the Amount Financed. <input checked="" type="checkbox"/> YES - I want an itemization.
<b>9.5100</b>	<b>e %</b> <b>67,446.49</b>	<b>e</b> <b>\$ 41,449.22</b>	<b>\$ 108,895.71</b>	<input type="checkbox"/> NO - I do not want an itemization.

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due		
<b>299</b>	<b>\$ 363.00</b>	<b>Monthly Beginning - DECEMBER 17, 2003</b>	<b>e</b>	
<b>1</b>	<b>\$ 358.71</b>	<b>NOVEMBER 17, 2028</b>		

\*e\* means an estimate.

\$ **59.00** Filing Fees

\$ \_\_\_\_\_ Nonfiling Insurance

This note has a demand feature.  This note is payable on demand and all disclosures are based on an assumed maturity of one year.

Variable Rate (Check one)  My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.

The annual percentage rate may increase during the term of this transaction if \_\_\_\_\_.

Any increase will take the form of \_\_\_\_\_.

If the rate increases by \_\_\_\_\_ % in \_\_\_\_\_, the \_\_\_\_\_ will increase to \_\_\_\_\_.

The rate may not increase more often than once \_\_\_\_\_, and may not increase more than \_\_\_\_\_ % each.

The rate will not go above \_\_\_\_\_ %.

Security - I am giving a security interest in:  (brief description of other property)

the goods or property being purchased.

collateral securing other loans with you may also secure this loan.

my deposit accounts and other rights to the payment of money from you.

Required Deposit - The annual percentage rate does not take into account my required deposit.

Late Charge - I will be charged a late charge on any payment made more than **15** days after it is due equal to **5.000** % of the unpaid amount, or \$ **20.00**, whichever is **Less**.

Prepayment - If I pay off this note early, I  may  will not have to pay a minimum finance charge.

If I pay off this note early, I will not be entitled to a refund of part of the additional finance charge.

Assumption - Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms.

I can see my contract/documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

VARIABLE/SIMPLE INTEREST NOTE, DISCLOSURE, AND SECURITY AGREEMENT

Exhibit © 1981, 1988 Bankers Systems, Inc., St. Cloud, MN Form NDaSV/SILAZPA 7/5/2000

CONSUMER LOAN - NOT FOR OPEN-END CREDIT

(page 1 of 3)



<b>CREDIT INSURANCE</b> - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs. See Notice of Proposed Insurance below.		
Type	Premium	Term
Credit Life		
Credit Disability		
Joint Credit Life		
<b>Joint Disability</b>		
Name of Insurer		
<input type="checkbox"/> I do not want credit life insurance.		
<input type="checkbox"/> I do not want credit disability insurance.		
<input type="checkbox"/> I do not want joint credit life insurance.		
<input checked="" type="checkbox"/> I do not want <b>Joint Disability</b> insurance.		
<i>David L. Duncy</i>		DOB
X	DOB	

**PROPERTY INSURANCE** - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ for \_\_\_\_\_ of coverage.

ITEMIZATION OF AMOUNT FINANCED	
AMOUNT GIVEN TO ME DIRECTLY	\$ 1
AMOUNT PAID ON MY (LOAN) ACCOUNT	\$ 1
AMOUNTS PAID TO OTHERS ON MY BEHALF:	
to Insurance Companies	\$ 1
to Public Officials	\$ 1
CB&T #506419	\$ 1 15,939.84
CB&T #851183	\$ 1 25,395.38
(less) PREPAID FINANCE CHARGE(S)	
	25.00
Amount Financed	\$ 41,449.22

[Add all items financed and subtract prepaid finance charges.]

**SINGLE INTEREST INSURANCE** - I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ for \_\_\_\_\_ of coverage.

#### ADDITIONAL TERMS OF THE NOTE

**DEFINITIONS** - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

**APPLICABLE LAW** - This note and any agreement securing this note will be governed by the laws of the state of Pennsylvania. The federal Truth-in-Lending terms of disclosure on page 1 and page 2 are disclosures only and are not intended to be terms of the note. No part of any part of this note that cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me. Any provision that appoints you as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). By exercising any of your rights under this note, you do so for your sole benefit.

**NAME AND LOCATION** - My name and address indicated on page 1 are my exact legal name and my principal residence. I will provide you with at least 30 days notice prior to changing my name or principal residence.

**PAYMENTS** - Each payment I make on this loan will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. This note does not contain a provision for the interest rates (if variable) and my payment record. If any payment due under this loan does not equal or exceed the amount of interest due, you may, at your option, increase the amount of the payment due and all future payments to an amount that will pay off this loan in equal payments over the remaining term of this loan.

**PREPAYMENT** - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

**INTEREST** - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If "Variable Rate" is checked on page 1, I will pay interest at the rates in effect from time to time. Decreases in the interest rate for this note will have the opposite effect on payments that increases would have. The interest rates and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan. You will figure a change in the interest rate by using the index between scheduled payments if the interest rate is to change. Changes in the index between scheduled payments if the interest rate will not affect the interest rate. If the index specified on page 1 ceases to exist, I agree that you may substitute a similar index for the original.

**INDEX** - If you and I have agreed that the interest rate on this note will be variable and are related to an index, then the index you select will function only as a tool for setting the rate on this note. You do not guarantee, by selecting any index, that the interest rate on this note will have a particular relationship to the interest rate you charge on any other loans or any type or class of loans with your other customers.

**ACCRUAL METHOD** - The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1. For interest calculation, the accrual method will determine the number of days in a year. If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

**POST-MATURITY INTEREST** - Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified on page 1. For purposes of this section, final maturity occurs at the earliest of the following:

- If this loan is payable on demand, on the date you make demand for payment;
- If this loan is payable on demand with alternate payment date(s), on the date you make demand for payment on the final alternate payment date, whichever is earlier;
- On the date of the last scheduled payment of principal;
- On the date you accelerate the due date of this loan (demand immediate payment); or
- Upon the entry of judgment on this note and applies to amounts owed under this note or under any such judgment until paid in full.

**ADVANCE PROCEDURE AND MEANS** - You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as you and I agree. The advance(s) will occur upon consummation of the loan and as you and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. 1.226).

**REAL ESTATE OR RESIDENCE SECURITY** - If this loan is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this agreement.

**DEFAULT** - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, I will be in default on this loan and any agreement securing this note if any one or more of the following occurs:

- I fail to make a payment in full when due;
- I die, am declared incompetent, or become insolvent;

(c) I fail to keep any promise I have made in connection with this loan;

(d) I fail to pay, or keep any other promise on, any other loan or agreement I have with you;

(e) I make any written statement or provide any financial information that is untrue or misleading;

(f) Any creditor or mine attempts to collect any debt I owe through court proceedings, set-off or self-help repossession;

(g) The Property is damaged, destroyed or stolen;

(h) I fail to provide any additional security that you may require;

(i) Any legal entity (such as a partnership or corporation) that has agreed to pay this note merges, dissolves, reorganizes, ends its business or existence, or a partner or majority stockholder dies or is declared incompetent; or

(j) Anything else happens that causes you to believe that you will have difficulty collecting the amount due.

If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

**REMEDIES** - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, if I am in default on this loan or any agreement securing this loan, you may:

(a) Make any payment or prepayment of principal, accrued interest and all other agreed charges I owe you under this loan immediately due;

(b) Use the right of set-off as explained below;

(c) Demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;

(d) Make a claim for any and all insurance benefits or refunds that may be available on my default;

(e) Use any remedy you have under state or federal law; and

By choosing any one or more of these remedies, you do not give up your right to use another remedy later. By deciding not to use any remedy you should it be in default, you do not give up your right to consider the event a default if it happens again.

**COSTS OF COLLECTION AND ATTORNEYS' FEES** - I agree to pay you all attorney's fees and costs you incur to collect this debt or realize on any security. This includes, unless prohibited by law, reasonable attorneys' fees. This provision also applies if I file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against me by another.

**SET-OFF** - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

(a) Any deposit account balance I have with you;

(b) Any money owed to you on an item presented to you or in your possession for collection or exchange; and

(c) Any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and any other amounts I can withdraw on my sale request or endorsement. Your right of set-off does not apply to my personal obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**OTHER SECURITY** - Any present or future agreement securing any other debt I owe you will secure the payment of this loan. Property securing another debt will not secure this loan if such property is my principal dwelling and you fail to provide any required notice of right of rescission. Also, property securing another debt will not secure this loan to the extent such property is in household goods.

**OBLIGATIONS INDEPENDENT** - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, release me or any of us, give us any right you may have against any of us, extend new credit to any of us, or renew or change any debt one or more times and for any term, and I will still be obligated to pay this loan. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

**WAIVER** - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

**FINANCIAL STATEMENTS** - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

**PURCHASE MONEY LOAN** - If this is a Purchase Money Loan, you may include the name of the seller on the check or draft for this loan.

**ADDITIONAL TERMS OF THE SECURITY AGREEMENT**

**SECURED OBLIGATIONS** - This security agreement secures this loan (including all extensions, renewals, and modifications, if any) and any other debt or obligation you now or later have with you now or later. Property described in this security agreement will not secure other such debts if you fail to give any required notice of the right of rescission with respect to the Property. Also, this security agreement will not secure other debts if this security interest is in household goods and the other debt is a consumer debt. This security interest will not extend until it is discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement:

- (a) Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan; and
- (b) Payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the money obligations in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan, the proceeds of which, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

**PROPERTY** - The word "Property," as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word "Property" means all my property, first, second, and third in right of the property, also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights), also means property that now or later is attached to, is a part of, or results from the Property, and all supporting obligations. "Proceeds" includes anything acquired on the title, lease, license, exchange, or other disposition of the Property; any rights and claims arising out of the Property; and any collections and distributions on account of the Property.

**OWNERSHIP AND DUTIES TOWARD PROPERTY** - Unless a co-owner(s) of the Property signs a third party agreement, I declare that I own the Property I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and to do whatever you require to harm your position.

I will keep the Property in my possession (except as pledged and delivered to you), I will not do any good, injury and use it until it is my intended purpose. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

I will not use the Property for a purpose that will violate any laws or subject the Property to forfeiture or seizure.

**INSURANCE** - I agree to buy insurance on the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. You may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in Pennsylvania. The firm will be reasonably acceptable to you. I will keep the insurance until all debts secured by this agreement are paid.

**DEFAULT AND REMEDIES** - If I am in default, in addition to the remedies listed in the first section of this document, and in addition to any of the remedies in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph, you may (after giving notice and waiting a period of time, if required by law):

- (a) Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to the unpaid account and collect the amount at the interest rate(s) in effect from time to time on this note until paid in full;
- (b) Require me to gather the Property and any related records and make it available to you in a reasonable fashion;
- (c) Take immediate possession of the Property, but in doing so you may not breach my lease or fully satisfy my other property rights. You may sell, lease or dispose of the Property as provided by law. (If the Property includes a manufactured home, you will begin the repossession by giving me notice and an opportunity to cure my default, if required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what you owe, you may take me to court to recover the difference (to the extent permitted by law); and
- (d) Keep the Property to satisfy the debt.

I agree that when you give me notice of your intended sale or disposition of the Property, this notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I agree to inform you in writing of any change in my address.

**FILING** - I authorize you to file a financing statement covering the Property. I agree to comply with and facilitate your requests in connection with obtaining possession of or control over the Property until this security agreement is terminated. A copy of this security agreement may be used as a financing statement when allowed by law.

**THIRD PARTY AGREEMENT**

For the purposes of the provisions within this enclosure, "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to that title of this note and security agreement but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, exercise rights and remedies under this note or security agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guarantees) for the obligations of any Borrower.

I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.

NAME \_\_\_\_\_

X

**NOTICE TO COSIGNER**

You (the cosigner) are being asked to co-signify this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

Attach FTC "Preservation of Consumer Claims and Defenses" Notice if Applicable

(Optional)		
Signed	KRISTI J. JOHNSON	For Lender
Title	ASST VICE PRESIDENT	

SIGNATURES - I AGREE TO THE TERMS SET OUT ON PAGES 1, 2 AND 3 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.

COSIGNERS - SEE NOTICE ABOVE BEFORE SIGNING.

Signature David Lee Dunlap Signature \_\_\_\_\_  
DAVID LEE DUNLAP

Signature \_\_\_\_\_ Signature \_\_\_\_\_



CLEARFIELD BANK  
&  
TRUST COMPANY

MAIN OFFICE 11 N. Second Street PO Box 171 Clearfield, PA 16830 T (814) 765-7551 F (814) 765-2943

## ACT 91 NOTICE

### TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE\*

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) MAY BE ABLE TO HELP TO SAVE YOUR HOME.

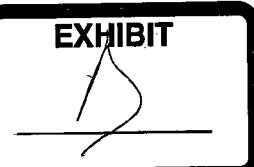
This Notice explains how the program works.

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your county are listed at the end of the 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 HIPOTECA.



#### BRIDGE STREET OFFICE

Second & Bridge Streets  
Clearfield, PA 16830  
T (814) 765-1645  
F (814) 765-2672

#### GOLDENROD OFFICE

1935 Daisy Street  
Clearfield, PA 16830  
T (814) 768-5200  
F (814) 768-5206

#### DuBOIS OFFICE

407 Walnut Street  
Curwensville, PA 16833  
T (814) 236-2441  
F (814) 236-4650

#### PHILIPSBURG OFFICE

91 Beaver Drive  
DuBois, PA 15801  
T (814) 371-1400  
F (814) 371-2903

HOMEOWNER'S NAME(S): David Lee Dunlap

MAILING ADDRESS: 110 Cemetery Rd.  
Clearfield, PA 16830-2664

LOAN ACCT. NO.: 961523

ORIGINAL LENDER: Clearfield Bank & Trust Company

CURRENT LENDER/SERVICER: Clearfield Bank & Trust Company

DATE: December 22, 2004

### 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 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 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 110 Cemetery Road, Clearfield, PA 16830

**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:

August, September, October, November and December @ \$363.00 = \$1,815.00

Other Charges (explain/itemize): Late Charges of \$107.99

**TOTAL AMOUNT PAST DUE: \$1,922.99**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

---

**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 \$1,922.99, 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:

Clearfield Bank and Trust Company  
11 N. 2nd Street, P.O. Box 171  
Clearfield, PA 16830

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

N/A

---

**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 the 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. 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 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 Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

<b>Name of Lender:</b>	<b>CLEARFIELD BANK AND TRUST COMPANY</b>
<b>Address:</b>	<b>11 N. 2ND STREET, P.O. BOX 171</b>
	<b>CLEARFIELD, PA 16830</b>
<b>Phone Number:</b>	<b>(814) 765-7551 OR 1-888-765-7551</b>
<b>Fax Number:</b>	<b>(814) 765-2943</b>
<b>Contact Person:</b>	<b>LORI A. KURTZ</b>

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

**YOU MAY ALSO HAVE THE RIGHT:**

\* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

\* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

\* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

\* TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

\* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

Credit Counselors of PA  
401 Wood Street, Suite 906  
Pittsburgh, PA 15222  
(412) 338-9954 or 1 (800) 737-2933  
FAX (412) 338-9963



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

CLEARFIELD BANK AND TRUST : No. 2005-856-CD  
COMPANY, :  
Plaintiff :  
: Type of Pleading: Affidavit  
DAVID LEE DUNLAP : Filed on Behalf of: Plaintiff  
: Defendant :  
: Counsel of Record for this Party:  
: BABST, CALLAND, CLEMENTS AND  
: ZOMNIR, PC  
: Alan F. Kirk, Esquire  
: Supreme Court # 36893  
: 328 Innovation Boulevard, Suite 200  
: State College, PA 16803

ORDER

AND NOW, this 21<sup>st</sup> day of December, 2005, it is now hereby ORDERED AND  
DECREED that the Plaintiff in the above-captioned matter is hereby directed to serve the  
Complaint in the above-captioned matter upon the Defendant by certified mail and first class  
regular mail to his last known address and that service shall be deemed effective upon mailing and  
that upon mailing an Affidavit of Service will be filed.

BY THE COURT:

J.

Paul E. Cherry

FILED  
12/9/2005  
DEC 23 2005  
100-10000  
Atty Kirk

William A. Shaw  
Prothonotary/Clerk of Courts

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

CLEARFIELD BANK AND TRUST : No. 05-856-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: MOTION FOR  
DAVID LEE DUNLAP : SERVICE PURSUANT TO  
Defendant : SPECIAL ORDER OF COURT  
: Filed on behalf of: Plaintiff  
: Counsel of Record for this Party:  
: BABST, CALLAND, CLEMENTS AND  
: ZOMNIR, PC  
: Alan F. Kirk, Esquire  
: Supreme Court # 36893  
: 328 Innovation Boulevard, Suite 200  
: State College, PA 16803  
: (814) 867.8055

FILED

DEC 21 2005

11:15 AM  
William A. Shaw  
Prothonotary/Clerk of Courts

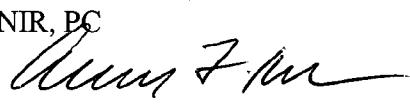
Plaintiff, by its counsel, Alan F. Kirk, Esquire, of Babst, Calland, Clements and Zomnir, 2 cent to Atty.  
PC, moves this Honorable Court for an Order directing service of Complaint upon the above-captioned  
Defendant by Certified Mail and First Class regular mail to Defendant's last known address.

1. Attempts to serve Defendant with original Complaint have been unsuccessful, as indicated by the Affidavit of Service attached hereto and marked as Exhibit "A"
2. Pursuant to Pennsylvania Rule of Civil Procedure 430, Plaintiff has made a good faith effort to locate the Defendant. An Affidavit of Good Faith Investigation setting forth the specific inquiries made and the result there from is attached hereto and marked as Exhibit "B" It is believed the Defendant resides at 110 Cemetery Road, Clearfield, PA 16830.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter an Order pursuant to Pennsylvania Rule of Civil Procedure 430 directing service of the Complaint by certified mail and regular mail to Defendant's last known address.

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC

Dated: 12/09/05

  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for the Plaintiff

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

CLEARFIELD BANK AND TRUST : No. 2005-856-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: Affidavit  
DAVID LEE DUNLAP : Filed on Behalf of: Plaintiff  
Defendant :  
: Counsel of Record for this Party:  
: BABST, CALLAND, CLEMENTS AND  
: ZOMNIR, PC  
: Alan F. Kirk, Esquire  
: Supreme Court # 36893  
: 328 Innovation Boulevard, Suite 200  
: State College, PA 16803

**AFFIDAVIT**

I, ALAN F. KIRK, of Babst, Calland, Clements and Zomnir, PC, depose and say that I have made a diligent inquiry of the whereabouts of David Lee Dunlap by utilizing the services of Intelius Search services, a copy of which is attached hereto, and have determined that the said individual resides at 110 Cemetery Road, Clearfield, Pennsylvania 16830.

Dated: ***December 9, 2005***

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC

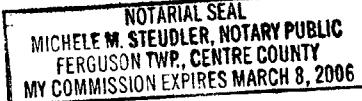
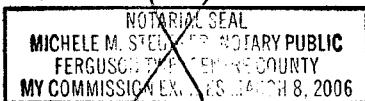
*Alan F. Kirk*

Alan F. Kirk, Esquire  
ID#36893  
328 Innovation Boulevard, Suite 200  
State College, PA 16803  
Phone: 814.867.8055  
Fax: 814.867.8051

Sworn to and subscribed before me, this

***9<sup>th</sup> day of December, 2005.***

*Michele M. Steudler*  
Notary Public



*4*



**Member Status: Basic** [akirk@bccz.cc](mailto:akirk@bccz.cc)

[Home](#) | [My ID Watch](#) | [My Reports](#) | [My](#)

[People Search](#)

[Search By Phone](#)

[Background Check](#)

[Criminal Check](#)

[Ident](#)

[View Rep](#)

**Purchase Receipt Information**

- Your transaction was successfully completed. **\$49.95** was charged to your account by Intelius, Inc.
- Your Order Number is **4030431**

**Membership Specials**

Get **10% Off** on ALL purchases for **1 year** with **Club Intelius Membership!**

**BACKGROUND REPORT - NOVEMBER 16, 2005**

**Search Summary**

**Name** David L Dunlap

**Report Contents**

- **Address History**
- **Single State Civil Judgments**
- **Relatives and Associates Report**
- **Single State Criminal Check**
- **Neighbor Report**
- **Bonus Information**
- **Run Another Background Report**

**ADDRESS HISTORY FOR DAVID L DUNLAP**

**Address**

**Phone**

**Additional Reports**

110 CEMETERY RD  
CLEARFIELD, PA 16830

(814) 765-5246

111 RR 1 BOX 111 #BOX  
CURWENSVILLE, PA 16833

765-5246

[Property Report](#)

44 RR 4 BOX 199B  
PUNXSUTAWNEY, PA 15767

[Property Report](#)

199 RR 4 #BOX  
PUNXSUTAWNEY, PA 15767

[Property Report](#)

**CRIMINAL CHECK**

**Nationwide Criminal Check Offer**

- We searched David L Dunlap nationwide and found 43 criminal records

"30% of people change their address every few years.....especially criminals"

Have you exhausted your criminal search effort on **David L Dunlap**? Get a detailed [Nationwide Criminal Check](#) for **\$29.95 (\$10 off)** now. One-time existing customer offer only. [Click Here](#)

**Criminal Check Disclaimer**

- Customers are charged a search fee for executing a Criminal Check. The Criminal Check report returns results which may include all criminal records or no results found on the individual.
- In the event of using this service for criminal background checks, you should not assume that this data provides a complete or accurate history of any person's criminal history.
- You should use extreme caution when interpreting the results of a criminal background search for any type of personal verification.
- Positive or false matches in criminal searches may not provide confirmation of an individual's criminal background.
- Please reference the updated Intelius User agreement for additional restrictions regarding the usage of this data.

**Criminal Check for all David L Dunlap in the state of PA**

**Name:** David L Dunlap

**State Searched:** PA

**Result:** We have searched case, sentencing, disposition, and other criminal related records for David L Dunlap in PA state.

No records were found. Positive or false matches within a criminal search may not provide confirmation of a criminal background.

A state criminal check only searches records for the state requested.

We searched David L Dunlap nationwide and found 43 criminal records.  
[Click Here](#) to conduct a National Criminal Check on David L Dunlap

**CIVIL JUDGMENT REPORT****Civil Check Disclaimer**

- Customers are charged a search fee for executing a Civil Judgment check. The Civil Judgment report returns results which may include civil judgment records or no results found on the individual.
- In the event of using this service for civil background checks, you should not assume that this data provides a complete or accurate history of any person's civil judgment history.
- You should use extreme caution when interpreting the results of a civil judgment background search for any type of personal verification.
- Positive or false matches in civil searches may not provide confirmation of an individual's civil judgment background.
- Please reference the updated Intelius User agreement for additional restrictions regarding the usage of data.

**Civil Judgments for David Dunlap in the state of PA**

**Name:** David Dunlap

**State Searched:** PA

**Result:** We have searched tax lien filings, small claims, civil actions, and other civil judgment related records for David Dunlap in PA state.

No records were found. Positive or false matches within a civil judgment search may not provide

confirmation of a litigious civil background.

A state civil judgment check only searches records for the state requested.

### NEIGHBOR REPORT

Neighbor	Additional Reports	Address	Phone #	From	To
MICHAEL HARTER	<u>Background Report</u>	CLEARFIELD, PA 16830		08/23/2005	11/14/200
M HARTER	<u>Background Report</u>	108 CEMETERY RD CLEARFIELD, PA 16830	(814) 765-1897	08/04/2002	11/14/200
BRIAN ENGLISH	<u>Background Report</u>	CLEARFIELD, PA 16830		06/09/2002	11/14/200
B DUFF	<u>Background Report</u>	CLEARFIELD, PA 16830		10/09/2002	11/14/200
CAROL AUGHENBAUGH	<u>Background Report</u>	112 CEMETERY RD CLEARFIELD, PA 16830	(814) 768-3573	11/20/2004	11/14/200

### RELATIVE AND ASSOCIATES REPORT FOR DAVID L DUNLAP

#### Possible Relatives and Associates

Name	Phone	Background Report

#### Bonus Information

We have added additional contextually related information to this report as a courtesy **at no cost to you**. The Bonus Information is derived from cross searching Property Records, Marriage & Divorce Records, National Death Indexes, neighborhood data, Federal License Records, and other public data & proprietary content.

### NEIGHBORHOOD REPORT

#### General

<b>State:</b>	PENNSYLVANIA	<b>County:</b>	CLEARFIELD
<b>City:</b>	CLEARFIELD	<b>Zip Code:</b>	16830
<b>Area Code:</b>	814	<b>TimeZone:</b>	EST

#### Age

<b>Average Age:</b>	41	<b>Average Age for Males:</b>	39
<b>Average Age for Females:</b>	43		

#### Income

<b>Average Income:</b>	\$28,950	<b>Making less than \$10,000:</b>	13.8%
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<b>Making \$10,000 to \$50,000:</b>	62.0%	<b>Making \$50,000 to \$200,000:</b>	23.7%
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<b>Making over \$200,000:</b>	0.5%
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#### Crime

<b>Murder:</b>	Below Average	<b>Rape:</b>	Above Average
<b>Robbery:</b>	Above Average	<b>Assault:</b>	Above Average
<b>Burglary:</b>	Above Average	<b>Larceny:</b>	Above Average
<b>Vehicle Theft:</b>	Above Average	<b>Arson:</b>	Below Average

#### Commute

<b>Less than 30 minutes:</b>	82.0%	<b>Less than 45 minutes:</b>	9.1%
<b>Less than 1 hour:</b>	2.9%	<b>Greater than 1 hour:</b>	6.0%
<b>Drive alone:</b>	82.2%	<b>Drive carpool:</b>	10.6%
<b>Public transportation:</b>	0.1%	<b>Work at home:</b>	3.2%

#### Population

<b>Total Population:</b>	14,315	<b>Males:</b>	6,861
<b>Females:</b>	7,454	<b>Males Ages 0 to 5:</b>	379
<b>Males Ages 6 to 17:</b>	1,196	<b>Males Ages 18 to 34:</b>	1,452
<b>Males Ages 35 to 49:</b>	1,551	<b>Males Ages 50 and up:</b>	2,283
<b>Females Ages 0 to 5:</b>	383	<b>Females Ages 6 to 17:</b>	1,102
<b>Females Ages 18 to 34:</b>	1,418	<b>Females Ages 35 to 49:</b>	1,598
<b>Females Ages 50 and up:</b>	2,953		

#### Marital Status

<b>Married Males:</b>	63.5%	<b>Unmarried Males:</b>	36.5%
<b>Married Females:</b>	56.4%	<b>Unmarried Females:</b>	43.7%

#### Ethnicity

<b>White:</b>	98.9%	<b>African American:</b>	0.6%
<b>Asian:</b>	0.3%	<b>Indian American:</b>	0.1%
<b>Native Born:</b>	99.0%	<b>Foreign Born:</b>	1.0%

#### Language

<b>English Only Speaking:</b>	96.8%	<b>Spanish:</b>	0.8%
<b>IndoEuropean:</b>	1.8%	<b>Asian:</b>	0.6%
<b>Other:</b>	0.0%		

#### Education

<b>High School Degree:</b>	47.2%	<b>Associates Degree:</b>	6.1%
<b>Bachelors Degree:</b>	9.5%	<b>Masters Degree:</b>	2.5%
<b>Doctorate Degree:</b>	0.2%	<b>Professional School:</b>	2.7%

**Death Record Results**

	<b>Name</b>	<b>Age</b>	<b>Birth Date</b>	<b>Death Date</b>	<b>Location Born</b>	<b>Last Residence</b>
1	DAVID DUNLAP	56	12/8/1945	8/25/2002	PA	CHINCOTEAGUE ISLAND, VA 23336
2	DAVID DUNLAP	47	11/18/1906	8/1/1954	PA	
3	DAVID DUNLAP	30	9/26/1946	7/1/1977	PA	
4	DAVID DUNLAP	85	7/25/1878	4/1/1964	PA	
5	DAVID DUNLAP	67	5/5/1908	3/1/1976	PA	DARBY, PA 19023
6	DAVID DUNLAP	49	11/6/1933	3/1/1983	PA	
7	DAVID DUNLAP	65	2/4/1902	8/1/1967	PA	PITTSBURGH, PA 15210
8	DAVID DUNLAP	69	10/30/1907	10/1/1977	PA	HARRISBURG, PA 17110
9	DAVID DUNLAP	67	5/14/1900	4/1/1968	PA	LANCASTER, PA 17602
10	DAVID H DUNLAP	74	2/12/1915	1/27/1990	PA	
11	DAVID J DUNLAP	80	8/18/1915	6/28/1996	PA	LAKE HELEN, FL 32744
12	DAVID T DUNLAP	85	12/2/1910	10/18/1995	PA	DU BOIS, PA 15801

**SATELLITE PHOTO OF 110 CEMETERY RD**

## People Search Report - 7 Records Found

Name	Additional Reports	Approx Age	Birth Date	Address/Phone
<b>1 DAVID L DUNLAP</b> C M DUNLAP	<a href="#">Criminal Report</a> <a href="#">Background Report</a>	-	-	835 SENECA AVE WILLIAMSPORT, PA 17701 Confirmed Current Address  Phone: (570) 327-9039 Confirmed Current Phone
<b>2 DAVID L DUNLAP</b>	<a href="#">Criminal Report</a> <a href="#">Background Report</a>	-	-	324 TURNPIKE ST MILESBURG, PA 16853 Confirmed Current Address  Phone: (814) 355-4488 Confirmed Current Phone
<b>3 DAVID L DUNLAP</b> BRENDA S DUNLAP S DUNLAP	<a href="#">Criminal Report</a> <a href="#">Background Report</a>	-	-	BRIDGEPORT, PA 19405  Phone: (814) 236-3068 Confirmed Current Phone
<b>4 DAVID L DUNLAP</b>	<a href="#">Criminal Report</a> <a href="#">Background Report</a>	79	-	RR STROUDSBURG, PA 18360  Phone: (570) 421-7717 Confirmed Current Phone
<b>5 DAVID L DUNLAP</b> EMILY L DUNLAP BRENDA S DUNLAP SHIRLEY A DUNLAP STEPHANIE E DUNLAP	<a href="#">Criminal Report</a> <a href="#">Background Report</a>	52 27 47 50 24	-	PO BOX 8992 MILESBURG, PA 16853
<b>6 DAVID L DUNLAP</b> DAVID LEE DUNLAP C L DUNLAP	<a href="#">Criminal Report</a> <a href="#">Background Report</a>	-	12/01/1973	110 CENTRA ST CLEARFIELD, PA 16830  Phone: (814) 765-5246
<b>7 DAVID L DUNLAP</b> EMILY L DUNLAP SHIRLEY A DUNLAP	<a href="#">Criminal Report</a> <a href="#">Background Report</a>	51 27 50	12/31/1953 06/27/1978 06/17/1955	106 TUG CIR STATE COLLEGE, PA 16801

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **100568**

CLEARFIELD BANK AND TRUST COMPANY

Case # **05-856-CD**

vs.

DAVID LEE DUNLAP

**SHERIFF RETURNS**

NOW July 15, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DAVID LEE DUNLAP, DEFENDANT. 110 CEMETERY ROAD, CLEARFIELD, PA. "EMPTY".

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	KIRK	231	10.00
SHERIFF HAWKINS	KIRK	231	16.37

Sworn to Before me This

\_\_\_\_ Day of 2005

So Answers,

  
Chester A. Hawkins  
Sheriff

FILED  
104:00861  
JUL 15 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

CLEARFIELD BANK AND TRUST : No. 2005 - 856-CV  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: COMPLAINT  
DAVID LEE DUNLAP : Filed on Behalf of: Plaintiff  
Defendant :  
: Counsel of Record for this Party:  
: ALAN F. KIRK, ESQUIRE  
: Supreme Court # 36893  
: 1375 Martin Street, Suite 204  
: State College, PA 16803  
: (814) 234.2048

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or 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  
Clearfield, PA 16830  
(814) 765.2641

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

JUN 17 2005

Attest.

*Willie L. Brown*  
Prothonotary/  
Clerk of Courts

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

CLEARFIELD BANK AND TRUST  
COMPANY, Plaintiff

vs.

DAVID LEE DUNLAP Defendant

Plaintiff : No.

Plaintiff : Type of Pleading: COMPLAINT

Defendant : Filed on Behalf of: Plaintiff

Defendant : Counsel of Record for this Party:  
: ALAN F. KIRK, ESQUIRE  
: Supreme Court # 36893  
: 1375 Martin Street, Suite 204  
: State College, PA 16803  
: (814) 234.2048

**COMPLAINT**

NOW COMES, the Plaintiff, Clearfield Bank & Trust Company, by its attorney, Alan F. Kirk, Esquire, and files the within Complaint whereof the following is a statement:

1. The Plaintiff is CLEARFIELD BANK & TRUST COMPANY, a corporation, with a principal place of business of 11 North Second Street, P.O. Box 171 Clearfield, Pennsylvania 16830.
2. The Defendant is DAVID LEE DUNLAP, with property address and a mailing address of 110 Cemetery Road, Clearfield, Pennsylvania 16830.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendant dated *November 11, 2003*, in the principal amount of **\$41,474.22**, a copy of the said Mortgage is attached hereto and made a part hereof, marked as *Exhibit "A"* and is recorded at Clearfield County Volume *Instrument No. 200321857* on *December 2, 2003*.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Fourth Ward of Clearfield Borough, Clearfield County, Pennsylvania and more fully described in the attached Exhibit "B".

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendant the sum of \$41,474.22 as set forth in Promissory Note dated November 12, 2003. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

6. The Defendant defaulted under the terms of the said loan by failing to make the monthly payment due and subsequent monthly installments due since then.

7. The Plaintiff has given the Defendant written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated *December 22, 2004*, a true and correct copy of the same is attached hereto and made a part hereof and marked as *Exhibit "D"*.

8. That to the best of the knowledge, information and belief of the Plaintiff, the Defendant has not availed himself under the pertinent provisions of the Homeowners' Emergency Assistance Act.

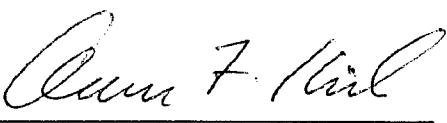
9. That to the best of the knowledge, information and belief of the Plaintiff, the Defendant is not on active duty with the armed forces of the United States.

10. The amounts due and owing under the terms of the said Mortgage are as follows:

(a)	Principal Balance	\$ 40,700.90
(b)	Interest per diem of 10.59338 from 7/17/04 to 6/1/05	\$ 3,599.91
(c)	Late Charges	\$ 198.74
(d)	Satisfaction Fee	\$ 28.50
(e)	Attorney Collection Fee	<u>\$ 4,070.09</u>
<b>FINAL TOTAL</b>		<b>\$48,598.14</b>

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$48,598.14** plus interest at **9.50%**, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

  
Alan F. Kirk  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

Date: June 1, 2005

**VERIFICATION**

I, **Louis Cynkar, Assistant Vice President of CLEARFIELD BANK & TRUST COMPANY**, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 PA. C.S.A. §4904 relating to unsworn falsification to authorities.

CLEARFIELD BANK & TRUST COMPANY

By:   
\_\_\_\_\_  
Louis Cynkar, Assistant Vice President

Date:

**MORTGAGE**

**1. DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 11/12/03..... and the parties, their addresses and tax identification numbers, if required, are as follows:

**MORTGAGOR:**

DAVID LEE DUNLAP  
110 CEMETERY RD  
CLEARFIELD PA 16830-2664

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

**LENDER:**

CLEARFIELD BANK & TRUST COMPANY  
N. 2ND & BRIDGE STREETS  
CLEARFIELD, PA 16830

**2. CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

CLEARFIELD COUNTY VOL 1618 PAGE 430

The property is located in CLEARFIELD/4TH WARD BOROUGH.....  
(County)

110 CEMETERY ROAD....., CLEARFIELD....., Pennsylvania 16830.....  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

**3. MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ .41,474.22..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument.

**4. SECURED DEBT.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)



- B. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- C. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due, and provide to Lender copies of all receipts on demand. Mortgagor agrees to make all payments when due and comply with all covenants of any prior security interest on the Property.
- 8. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
- 9. **PROPERTY CONDITION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary.
- 10. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed.
- 11. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements and rents, issues and profits. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.
- 12. **DEFAULT AND REMEDIES.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired

(page 2 of 4)

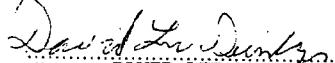
shall also constitute an event of default. Lender may accelerate the Secured Debt subject to any notice requirements of Lender to provide notice to Mortgagor as required by law. Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth.

13. **EXPENSES; ADVANCES ON COVENANTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This Security Instrument shall remain in effect until released.
14. **INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires and shall include a standard mortgage clause in favor of Lender. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld.
15. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. Any provision that appoints Lender as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). Lender, by exercising any of its rights under this Security Instrument, does so for benefit of Lender. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular.
16. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
17. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any right to appraisal relating to the Property.

(page 3 of 4)

**NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.**

**SIGNATURES:** By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

 11/12/03  
(Signature) DAVID LEE DUNLAP (Date) (Signature) 11/12/03  
(Date)

(Witness)

(Witness)

**ACKNOWLEDGMENT:**

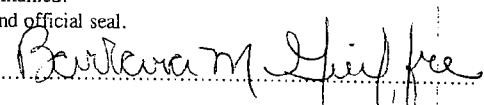
COMMONWEALTH OF ..PENNSYLVANIA....., COUNTY OF ..CLEARFIELD.....} ss.  
(Individual) On this, the 12th.... day of ..NOVEMBER...2003....., before me BARBARA M. GIUFFRE.....,  
the undersigned officer, personally appeared .DAVID. LEE. DUNLAP.....  
....., known to me (or satisfactorily proven) to be the  
person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she  
executed the same for the purposes therein contained.  
In witness whereof, I hereunto set my hand and official seal.

My commission expires:

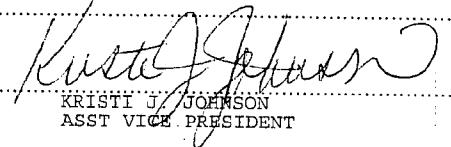
(Seal) CLEAR AL SEAL  
BARBARA M. GIUFFRE, NOTARY PUBLIC  
CLEARFIELD, PA, CLEARFIELD COUNTY  
MY COMMISSION EXPIRES MARCH 12, 2006

NOTARY PUBLIC

Title of Officer



It is hereby certified that the address of the Lender within named is: CLEARFIELD BANK AND TRUST COMPANY  
11. N. SECOND, CLEARFIELD, PA 16830

  
KRISTI J. JOHNSON  
ASST VICE PRESIDENT

“EXHIBIT A”

ALL the parcel of land situate in the Fourth Ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

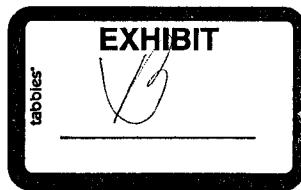
BEGINNING at a point on Cemetery Road at the intersection of an alley with said road thence South along Cemetery Road 4 degrees 40 minutes West 32.5 feet to the intersection of line of Lot 108; thence West 49.6 feet to a stake; thence North 4 degrees 40 minutes East 35.2 feet to the alley; thence along said alley East 49.6 feet to the place of beginning.

BEING the same premises conveyed to Grantors herein by Deed of Harry W. Hand and Dolly E. Hand, his wife, dated September 29, 1976, and recorded at Clearfield County in Volume 727, Page 516.

ALL the parcel of land situate in the Fourth Ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on Cemetery Road at the intersection of an alley with said road thence South along Cemetery Road 4 degrees 40 minutes West 32.5 feet to the intersection of line of Lot 108; thence West 49.6 feet to a stake; thence North 4 degrees 40 minutes East 35.2 feet to the alley; thence along said alley East 49.6 feet to the place of beginning.

BEING the same premises conveyed to Grantors herein by Deed of Harry W. Hand and Dolly E. Hand, his wife, dated September 29, 1976, and recorded at Clearfield County in Volume 727, Page 516.



CLEARFIELD BANK & TRUST COMPANY  
N. 2ND & BRIDGE STREETS  
CLEARFIELD, PA 16830

LENDER'S NAME AND ADDRESS  
"You" means the Lender, its successors and assigns.

DAVID LEE DUNLAP

110 CEMETERY RD  
CLEARFIELD PA 16830-2664

Loan Number 961523  
Date 11/12/03  
Maturity Date 11/17/28  
Loan Amount \$ 41,474.22  
Renewal Of \_\_\_\_\_

TERMS FOLLOWING A  APPLY ONLY IF CHECKED

NOTE - For value received, I promise to pay to you, or your order, at your address above, the principal sum of: **Forty one thousand four hundred seventy four & 22/100** Dollars \$ **41,474.22**  
plus interest from **NOVEMBER 17, 2003** at the rate of **9.5000** % per year until **NOVEMBER 17, 2028**

ADDITIONAL FINANCE CHARGE - I also agree to pay a nonrefundable fee of \$ \_\_\_\_\_, and it will be  paid in cash.  paid pro rata over the loan term.  withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

VARIABLE RATE - The rate above may change so as always to \_\_\_\_\_ the following index rate:

\_\_\_\_\_ . The interest rate may not change more than \_\_\_\_\_ % each \_\_\_\_\_.  
The annual interest rate in effect on this note will not at any time be more than \_\_\_\_\_ % or less than \_\_\_\_\_ %. The interest rate in effect on this note may change (as often as) \_\_\_\_\_ (assuming there is a change in the base rate) and an increase in the interest rate will cause an increase in  the amount of each scheduled payment.  the amount due at maturity.  the number of payments.

PAYMENT - I will pay this note as follows:

(a)  Interest due: \_\_\_\_\_  
Principal due: \_\_\_\_\_  
(b)  This note has **300** payments. The first payment will be in the amount of \$ **363.00** and will be due **12/17/03**  
A payment of \$ **363.00** will be due on the **17th** day of each **Month**

thereafter. The final payment of the entire unpaid balance of principal and interest will be due **NOVEMBER 17, 2028**  
INTEREST - Interest accrues on a **Actual/365** basis.  
 RETURNED CHECK CHARGE - I agree to pay a fee of \$ \_\_\_\_\_ for each check, negotiable order of withdrawal or draft I issue in connection with this loan that is returned because it has been dishonored.

MINIMUM FINANCE CHARGE - I agree to pay a minimum finance charge of \$ \_\_\_\_\_ if I pay this loan off before you have earned that much in finance charges.

LATE CHARGE - I agree to pay a late charge on any installment or payment made more than **15** days after it is due equal to **5.000** % of the unpaid amount or **20.00**, whichever is **Less**  
THE PURPOSE OF THIS LOAN IS - **COMBINE 2 CB&T MORTGAGES**  
#506419 + #851183

SECURITY - You have certain rights that may affect my property as explained on page 3. This loan  is  not further secured.  
(a)  This loan is secured by **RESIDENCE 110 CEMETERY ROAD CLEARFIELD**, dated **11/12/03**

(b)  Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 3 of this agreement.

This Property will be used for **Family/Household** purposes.

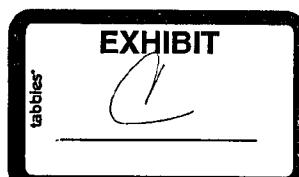
ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an itemization of the Amount charged and <input checked="" type="checkbox"/> YES <input type="checkbox"/> I want an itemization.
<b>9.5100</b>	<b>e % \$ 67,446.49</b>	<b>e \$ 41,449.22</b>	<b>\$ 108,895.71</b>	<b>e</b>
My Payment Schedule will be:				
Number of Payments	Amount of Payments	When Payments Are Due		
<b>299</b>	<b>\$ 363.00</b>	<b>Monthly Beginning - DECEMBER 17, 2003</b>	<b>e</b>	
<b>1</b>	<b>\$ 358.71</b>	<b>NOVEMBER 17, 2028</b>		
<input type="checkbox"/> This note has a demand feature. <input type="checkbox"/> This note is payable on demand and all disclosures are based on an assumed maturity of one year. <input type="checkbox"/> Variable Rate (Check one) { <input type="checkbox"/> My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier. <input type="checkbox"/> The annual percentage rate may increase during the term of this transaction if _____.				
Any increase will take the form of _____. If the rate increases by _____ % in _____, the _____. will increase to _____. The rate may not increase more often than once _____. than _____ % each _____. The rate will not go above _____ %.				
Security - I am giving a security interest in: <input type="checkbox"/> the goods or property being purchased. <input type="checkbox"/> collateral securing other loans with you may also secure this loan. <input type="checkbox"/> my deposit accounts and other rights to the payment of money from you. Late Charge - I will be charged a late charge on any payment made more than <b>15</b> days after it is due equal to <b>5.000</b> % of the unpaid amount or <b>20.00</b> , whichever is <b>Less</b> Prepayment - If I pay off this note early, <input type="checkbox"/> may <input checked="" type="checkbox"/> will not have to pay a minimum finance charge. <input checked="" type="checkbox"/> If I pay off this note early, I will not be entitled to a refund of part of the additional finance charge. <input type="checkbox"/> Assumption - Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms. I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.				

CONSUMER LOAN - NOT FOR OPEN-END CREDIT

VARIABLE/SIMPLE INTEREST NOTE, DISCLOSURE, AND SECURITY AGREEMENT

Experian ©1981, 1988 Bankers Systems, Inc., St. Cloud, MN Form NDAVSILAZPA 7/6/2000

(page 1 of 3)



**CREDIT INSURANCE** - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs. See Notice of Proposed Insurance below.

Type	Premium	Term
<b>Credit Life</b>		
<b>Credit Disability</b>		
<b>Joint Credit Life</b>		
<b>Joint Disability</b>		
Name of Insurer:		
<input type="checkbox"/> do <input checked="" type="checkbox"/> do not want credit life insurance.		
<input type="checkbox"/> do <input checked="" type="checkbox"/> do not want credit disability insurance.		
<input type="checkbox"/> do <input checked="" type="checkbox"/> do not want joint credit life insurance.		
<input type="checkbox"/> do <input checked="" type="checkbox"/> do not want <b>Joint Disability</b> insurance.		
<i>John David</i>		DOB
X		DOB

**PROPERTY INSURANCE** - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

ITEMIZATION OF AMOUNT FINANCED	
AMOUNT GIVEN TO ME DIRECTLY	\$ _____
AMOUNT PAID ON MY (LOAN) ACCOUNT	\$ _____
AMOUNTS PAID TO OTHERS ON MY BEHALF:	
to Insurance Companies	\$ _____
to Public Officials	\$ _____
CB&T #506419	\$ 15,939.84
CE&T #851183	\$ 25,395.38
(less) PREPAID FINANCE CHARGE(S)	
Amount Financed	\$ 41,449.22

(Add all items financed and subtract prepaid finance charges.)

**SINGLE INTEREST INSURANCE** - I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

**ADDITIONAL TERMS OF THE NOTE**

**DEFINITIONS** - "I," "We" or "My" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"), "You" or "Your" means the Lender and its successors and assigns.

**APPLICABLE LAW** - This note and any agreement securing this note will be governed by the laws of the state of Pennsylvania. The federal Truth-in-Lending Disclosure on page 2 discloses only and are not intended to be terms of this agreement. The law of the state of Pennsylvania will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me. Any provisions that appoints you as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). By exercising any of your rights under this note, you do so for your sole benefit.

**NAME AND LOCATION** - My name and address indicated on page 1 are my exact legal name and my principal residence. I will provide you with at least 30 days notice prior to changing my name or principal residence.

**PAYMENTS** - Early payment I make on this loan will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charges will be assessed on any payment when the term of the note is due. Late fees are only assessed on payments when the term of the note is due. The actual amount of my final payment will depend on the interest rates (if variable) and my payment record. If any payment due under this loan does not equal or exceed the amount of interest due, you may, at your option, increase the amount of the payment due and all future payments to an amount that will pay off this loan in equal payments over the remaining term of this loan.

**PREPAYMENT** - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until that note is paid in full.

**INTEREST** - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If "Variable Rate" is checked on page 1, I will pay interest at the rates in effect from time to time. Decreases in the interest rate for this note will have the opposite effect on payments that increases would have. The interest rate(s) and other charges on this loan will never exceed the highest rate or charge that is by law for this loan. You will figure a change in the interest rate by using the index rates to affect the time the interest rate is to change. Changes in the index between scheduled changes in the interest rate will not affect the interest rate. If the index specified on page 1 ceases to exist, I agree that you may substitute a similar index for the original.

**INDEX** - If you and I have agreed that the interest rate on this note will be variable and will be related to an index, then the index you select will determine only as a tool for setting the rate on this note. You do not guaranty, by selecting any index, that the interest rate on this note will have a particular relationship to the interest rate you charge on any other loans or any type of class of loans with your other customers.

**ACCRUAL METHOD** - The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1. For interest calculation, the accrual method will determine the number of days in a year. If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

**POST-MATURITY INTEREST** - Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified on page 1. For purposes of this note, maturity occurs at the earliest of the following:

- If this loan is payable on demand, on the date you make demand for payment;
- If this loan is payable on demand with alternate payment dates, on the date you make demand for payment or on the final alternate payment date, whichever is earlier;
- On the date of the last scheduled payment of principal;
- On the date you accelerate the due date of this loan (demand immediate payment);
- Upon the entry of judgment on this note and applies to amounts owed under this note or under any such judgment until paid in full.

**ADVANCE PROCEDURE AND MEANS** - You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as You and I agree. The advance(s) will occur upon consummation of the loan and as You and I agree, except that no advance(s) will occur until after three business days from the date of consummation. If the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

**REAL ESTATE OR RESIDENCE SECURITY** - If this loan is secured by real estate or a residence that is given as security, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this agreement.

**DEFAULT** - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, I will be in default on this loan and any agreement securing this loan if any one or more of the following occurs:

- I fail to make a payment in full when due;
- I die, am declared incompetent, or become insolvent;

- I fail to keep any promise I have made in connection with this loan;
- I fail to pay, or keep any other promise on, any other loan or agreement I have with you;
- I make any written statement or provide any financial information that is untrue or misleading to you;
- Any creditor of mine attempts to collect any debt I owe through court proceedings, set-off or self-help repossession;
- The Property is damaged, destroyed or stolen;
- I fail to provide any additional security that you may require;
- Any legal entity (such as a partnership or corporation) that has agreed to pay this note merges, dissolves, reorganizes, ends its business or existence, or a partner or majority stockholder dies or is declared incompetent;
- Any creditor of mine attempts to collect the amount I owe you;
- If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

**REMEDIES** - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, if I am in default on this loan or any agreement securing this loan, you may:

- Make the principal, earned interest and all other agreed charges I owe you under this loan immediately due;
- Use the right of set-off as explained below;
- Demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;
- Make a claim for any and all insurance benefits or refunds that may be available on my behalf;
- Use any remedy you have under state or federal law; and
- Exercise any other right given to you by any agreement securing this loan.

By choosing any one or more of these remedies you do not give up your right to another remedy later. By deciding not to use any remedy should I be in default, you do not give up your right to consider the event a default if it happens again.

**COSTS OF COLLECTION AND ATTORNEYS' FEES** - I agree to pay you all reasonable costs you incur to collect this debt or realize on any security. This includes, unless prohibited by law, reasonable attorneys' fees. This provision also shall apply if I file a petition or any other claim for relief under any bankruptcy code of the United States, or if such petition or other claim for relief is filed against me by another.

**SET-OFF** - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- Any deposit account balance I have with you;
- Any money owed to me on an item presented to you or in your possession for collection or exchange; and
- Any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If I might be receiving money from you or also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw or collect, by right, request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**OTHER SECURITY** - Any present or future agreement securing any other debt I owe you will secure the payment of this loan. Property securing another debt will not secure this loan if such property is my principal dwelling and you fail to provide any required notice of right of reversion. Also, property securing another debt will not secure this loan to the extent such property is in household goods.

**OBLIGATIONS INDEPENDENT** - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, release me or any of us, give up any right you may have against any of us, extend new credit to any of us, or renew or change this note one or more times and for any term, and I will still be obligated to pay this loan. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

**WAIVER** - I waive to the extent permitted by law demand, presentation, protest, notice of dishonor and notice of protest.

**FINANCIAL STATEMENTS** - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

**PURCHASE MONEY LOAN** - If this is a Purchase Money Loan, you may include the name of the seller on the check or draft for this loan.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

**SECURED OBLIGATIONS** - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Property described in this security agreement will not secure only the debt due on the date of this security agreement, but will secure all debts if this security interest is in household goods, and the other debt is a consumer loan. This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest in the property, the amount of the debt secured by this security agreement will not be deemed to apply to the Purchase Money Loan; and

(b) Payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money portion in the order in which they were received.

No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

**PROPERTY** - The word "Property," as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word "Property" includes all my property fitting the general description. Property also means all benefits that arise from the described Property (including all proceeds, interest, dividends, royalties, rents, income, and other rights and incidents of ownership, including voting rights). It also means property that now or later is attached to, is a part of, or results from the Property, and all supporting obligations. "Proceeds" includes anything acquired on the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising out of the Property; and any collections and distributions on account of the Property.

**OWNERSHIP AND DUTIES TOWARD PROPERTY** - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will do all the things necessary to protect my interest in the Property and to keep your position.

I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it in a safe place and agree to protect it from damage.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

I will not use the Property for a purpose that will violate any laws or subject the Property to forfeiture or seizure.

**INSURANCE** - I agree to buy insurance on the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. You may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in Pennsylvania. The firm will be reasonably acceptable to you. I will keep the insurance until all debts secured by this agreement are paid.

**DEFECT AND REMEDIES** - If I am in default, in addition to the remedies listed in the note portion of this document and subject to any of the limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph, you may after giving notice and having a reasonable time to cure, do any of the following:

(a) Pay taxes, or other charges, or purchase any required insurance, if I fail to do those things (but you are not required to do so). You may add the amount you pay to this loan and accrue interest on that amount at the interest rates(s) in effect from time to time, on this note until paid in full;

(b) To you in a reasonable fashion;

(c) Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease or dispose of the Property as provided by law. (If the Property includes a residence, you may not enter onto the property or appraise it by yourself without an opportunity to cure my default, if required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe you, you may take me to court to recover the difference (to the extent permitted by law);

(d) Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition I agree to inform you in writing of any change in my address.

**FILING** - I authorize you to file a financing statement covering the Property. I agree to comply with and facilitate your reasonable collection with other documents of title or control of the Property until this security agreement is terminated. A copy of this security agreement may be used as a financing statement when allowed by law.

THIRD PARTY AGREEMENT

For the purposes of the provisions within this enclosure, "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to the terms of the note and security agreement set forth in no part of this security agreement. The means that if the Borrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or amend this note or security agreement, or make changes and for any term, or fail to pay up my security interest in, impair or release any security (including guarantees) for the obligations of any Borrower.

I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.

NAME \_\_\_\_\_

X

NOTICE TO COSIGNER

You (the cosigner) are being asked to guarantee this debt. Think carefully before you agree. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this debt.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

Attach FTC "Preservation of Consumer Claims and Defenses" Notice If Applicable

SIGNATURES - I AGREE TO THE TERMS SET OUT ON PAGES 1, 2 AND 3 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.

COSIGNERS - SEE NOTICE ABOVE BEFORE SIGNING.

(Optional)

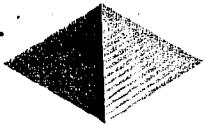
Signed KRISTY J. JOHNSON For Lender  
Title ASST/VICE PRESIDENT

Signature David L. Dunlap  
DAVID LEE DUNLAP

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_



MAIN OFFICE 11 N. Second Street PO Box 171 Clearfield, PA 16830 T (814) 765-7551 F (814) 765-2943

CLEARFIELD BANK  
&  
TRUST COMPANY

## ACT 91 NOTICE

### TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE\*

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) MAY BE ABLE TO HELP TO SAVE YOUR HOME.

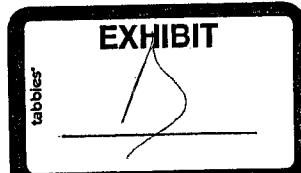
This Notice explains how the program works.

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your county are listed at the end of the 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 HIPOTECA.



BRIDGE STREET OFFICE  
Second & Bridge Streets  
Clearfield, PA 16830  
T (814) 765-1645  
F (814) 765-2672

GOLDENROD OFFICE  
1935 Daisy Street  
Clearfield, PA 16830  
T (814) 768-5200  
F (814) 768-5206

407 Walnut Street  
Curwensville, PA 16833  
T (814) 236-2441  
F (814) 236-4650

DuBOIS OFFICE  
91 Beaver Drive  
DuBois, PA 15801  
T (814) 371-1400  
F (814) 371-2903

PHILIPSBURG OFFICE  
19 Irwin Drive Extension  
Philipsburg, PA 16866  
T (814) 342-5750  
F (814) 342-7321

<b>HOMEOWNER'S NAME(S):</b>	<u>David Lee Dunlap</u>
<b>MAILING ADDRESS:</b>	<u>110 Cemetery Rd.</u> <u>Clearfield, PA 16830-2664</u>
<b>LOAN ACCT. NO.:</b>	<u>961523</u>
<b>ORIGINAL LENDER:</b>	<u>Clearfield Bank &amp; Trust Company</u>
<b>CURRENT LENDER/SERVICER:</b>	<u>Clearfield Bank &amp; Trust Company</u>
<b>DATE:</b>	<u>December 22, 2004</u>

#### **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 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 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 110 Cemetery Road, Clearfield, PA 16830

**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:

August, September, October, November and December @ \$363.00 = \$1,815.00

Other Charges (explain/itemize): Late Charges of \$107.99

**TOTAL AMOUNT PAST DUE: \$1,922.99**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

---

**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 \$ 1,922.99, 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:

Clearfield Bank and Trust Company  
11 N. 2nd. Street, P.O. Box 171  
Clearfield, PA 16830

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

N/A

---

---

**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 the 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. 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 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 Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

<b>Name of Lender:</b>	<b>CLEARFIELD BANK AND TRUST COMPANY</b>
<b>Address:</b>	<b>11 N. 2ND STREET, P.O. BOX 171</b>
	<b>CLEARFIELD, PA 16830</b>
<b>Phone Number:</b>	<b>(814) 765-7551 OR 1-888-765-7551</b>
<b>Fax Number:</b>	<b>(814) 765-2943</b>
<b>Contact Person:</b>	<b>LORI A. KURTZ</b>

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

**YOU MAY ALSO HAVE THE RIGHT:**

\* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

\* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

\* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

\* TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

\* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

Credit Counselors of PA  
401 Wood Street, Suite 906  
Pittsburgh, PA 15222  
(412) 338-9954 or 1 (800) 737-2933  
FAX (412) 338-9963

**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:

David Lee Dunlap  
110 Cemetery Rd.  
Clearfield PA 16830

## 2. Article Number

(Transfer from service label)

7004 0550 0000 7175 6078

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

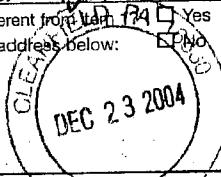
**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

Agent  
 Addressee

## B. Received by (Printed Name)

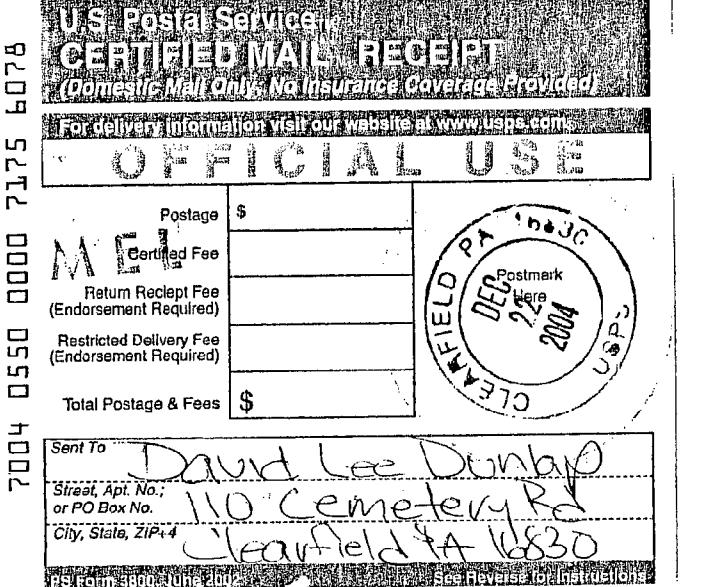
## C. Date of Delivery

D. Is delivery address different from line 1?  Yes

If YES, enter delivery address below:

## 3. Service Type

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

4. Restricted Delivery? (Extra Fee)  Yes

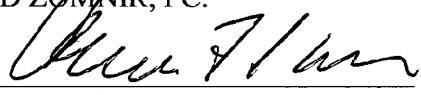
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No. 2005-856-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: Affidavit of Service  
DAVID LEE DUNLAP : Filed on Behalf of: Plaintiff  
Defendant :  
: Counsel of Record for this Party:  
: BABST, CALLAND, CLEMENTS AND  
: ZOMNIR, PC  
: Alan F. Kirk, Esquire  
: Supreme Court # 36893  
: 328 Innovation Boulevard, Suite 200  
: State College, PA 16803

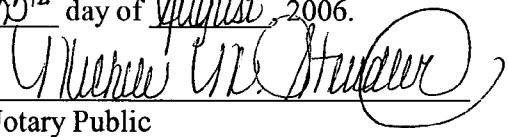
**AFFIDAVIT OF SERVICE**

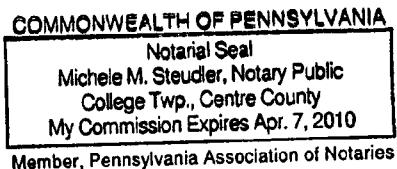
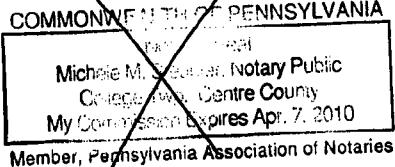
I, Alan F. Kirk, Esquire, of Babst, Calland, Clements and Zomnir, P.C., attorney for the Plaintiff in the within matter, hereby certify that on the **18<sup>th</sup> day of January 2006**, a true and correct copy of the Complaint was served by First Class U.S. Mail and Certified Mail as shown on Exhibit "A".

BABST, CALLAND, CLEMENTS  
AND ZOMNIR, PC.

  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Counsel for the Plaintiff  
ID#36893

Sworn to and subscribed before me this  
15<sup>th</sup> day of August, 2006.

  
\_\_\_\_\_  
Notary Public



**FILED** <sup>NO</sup> <sub>11:39 AM</sub>  
<sub>AUG 29 2006</sub> <sup>5</sup>

William A. Shaw  
Prothonotary/Clerk of Courts

UP TO THE RETURN ADDRESS, TELL A TALE

**CERTIFIED MAIL**

ND | CLEMENTS | ZOMNIR  
CORPORATION

N BLVD.

PA 16803



7004 0550 0000 5240 1706

1-21  
1-26  
2-5  
Return

**UNCLAIMED**

MR. DAVID LEE DUNLAP

110 CEMETERY ROAD

222 LEADY AVE

CLEARFIELD, PA 16830

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

OTHER



**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:

MR. DAVID LEE DUNLAP  
110 CEMETERY ROAD  
CLEARFIELD, PA 16830

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

222 LEADY AVE  
APT 603  
CLEARFIELD, PA 16830

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number  
(Transfer from service label)

7004 0550 0000 5240 1706

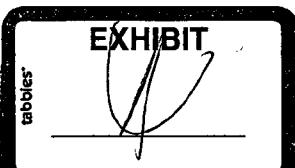
Domestic Return Receipt

102595-01-M-2300

PS Form 3811, August 2001

800-2 2002

NOTICE  
MAIL



5240 1706

U.S. Postal Service  
**CERTIFIED MAIL** **RECEIPT**  
*(Domestic Mail Only) Insurance Coverage Provided*

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

**OFFICIAL USE**

Postage	\$ 1.11
Certified Fee	\$ 2.40
Return Receipt Fee (Endorsement Required)	\$ 1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.35

Postmark  
Here JAN 16 2005

7004

Street, Apt. No.;  
or PO Box No. 110 CEMETERY ROAD

City, State, ZIP+4 CLEARFIELD, PA 16830

PS Form 3800, June 2002  
See Reverse for Instructions

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

CLEARFIELD BANK AND TRUST  
COMPANY,

No. 05-856-CD

Plaintiff

Type of Pleading: PRAECIPE FOR WRIT  
OF EXECUTION

vs.

DAVID LEE DUNLAP

Defendant

Filed on behalf of: Plaintiff

Counsel of Record for this Party:  
BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC  
Alan F. Kirk, Esquire  
Supreme Court # 36893  
328 Innovation Boulevard, Suite 200  
State College, PA 16803  
(814) 867.8055

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

Issue writ of execution in the above matter,

Amount due: **\$48,598.14**

Plus continuing interest on the principal balance from August 29, 2006, plus costs.

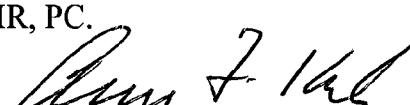
A description of the property to be levied upon and sold is attached hereto in  
duplicate, marked Exhibit "A" and made a part hereof.

This Praecipe is based on a Default Judgment. The Prothonotary is authorized to  
issue the Praecipe because notice has been served pursuant to Rule 2958.1 as evidenced by  
a Return of Service filed of record.

An Affidavit pursuant to Pa. R.C.P. Rule 3129.1 is attached hereto and marked  
Exhibit "B".

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.

Dated: 10-19-06

  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

**FILED** Atty pd. 30.00  
m/t. 08/01/2006  
OCT 25 2006 Writs to  
Shff

William A. Shaw  
Prothonotary/Clerk of Courts

“EXHIBIT A”

ALL the parcel of land situate in the Fourth Ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on Cemetery Road at the intersection of an alley with said road thence South along Cemetery Road 4 degrees 40 minutes West 32.5 feet to the intersection of line of Lot 108; thence West 49.6 feet to a stake; thence North 4 degrees 40 minutes East 35.2 feet to the alley; thence along said alley East 49.6 feet to the place of beginning.

BEING the same premises conveyed to Grantors herein by Deed of Harry W. Hand and Dolly E. Hand, his wife, dated September 29, 1976, and recorded at Clearfield County in Volume 727, Page 516.

**EXHIBIT "B":**

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**CLEARFIELD BANK & TRUST COMPANY**, Plaintiffs in the above action, by and through their attorney, Alan F. Kirk, Esq., set forth as of the date of the Praeclipe for Writ of Execution was filed, the following information concerning the real property located in the Fourth Ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described on Exhibit "A" attached hereto.

1. The name and address of the owners of the property are as follows:

**Mr. David Lee Dunlap**  
**110 Cemetery Road**  
**Clearfield, PA 16830**

2. The name and address of the Defendant in judgment are as follows:

**Mr. David Lee Dunlap**  
**110 Cemetery Road**  
**Clearfield, PA 16830**

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

**Clearfield Bank & Trust Company**  
**11 North Second Street, P.O. Box 171**  
**Clearfield, PA 16830**

**Citibank**  
**701 E. 60<sup>th</sup> Street N.**  
**Sioux Falls, SD 57117**

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

**Clearfield Bank & Trust Company**  
**11 North Second Street, P.O. Box 171**  
**Clearfield, PA 16830**

**Citibank**  
**701 E. 60<sup>th</sup> Street N.**  
**Sioux Falls, SD 57117**

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

**None**

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

**Clearfield County Tax Claim Bureau  
Clearfield, PA 16830**

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

**None**

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

BABST, CALLAND, CLEMENTS  
AND ZOMNIR, PC.

Date:

18. 19. 06

Alan F. Kirk  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No. 05-8568-CD  
COMPANY, :  
Plaintiff :  
vs. :  
DAVID LEE DUNLAP : Filed on Behalf of: Plaintiff  
Defendant :  
: Counsel of Record for this Party:  
: BABST, CALLAND, CLEMENTS AND  
: ZOMNIR, PC.  
: ALAN F. KIRK, ESQUIRE  
: Supreme Court # 36893  
: 328 Innovation Boulevard, Suite 200  
: State College, PA 16803  
: (814) 867.8055  
: (814) 867.8051-Fax  
: Email: [akirk@bccz.com](mailto:akirk@bccz.com)

**SHERIFF'S SALE OF VALUABLE REAL ESTATE**

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the [REDACTED]  
[REDACTED] on \_\_\_\_\_, 2006 at  
\_\_\_\_\_ a.m., prevailing time.

**TERMS OF SALE**

The price or sum at which the property shall be struck off must be paid at the time of sale or such other arrangements made as will be approved, otherwise the property will be immediately put up and sold again at the expense and risk of the person to whom it was struck off and who, in case of deficiency of such resale, shall make good for the same and in no instance will the deed be presented for confirmation unless the money is actually paid to the Sheriff.

**NOTICE**

To all parties in interest and Claimants: A schedule of distribution will be filed by the Sheriff in his office the first Monday following the date of sale, and distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

CHESTER A. HAWKINS, SHERIFF

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 05-856-CD
Plaintiff	:	Type of Pleading: WRIT OF EXECUTION
vs.	:	
DAVID LEE DUNLAP	:	
Defendant	:	Filed on behalf of: Plaintiff
	:	Counsel of Record for this Party:
	:	BABST, CALLAND, CLEMENTS AND
	:	ZOMNIR, PC
	:	Alan F. Kirk, Esquire
	:	Supreme Court # 36893
	:	328 Innovation Boulevard, Suite 200
	:	State College, PA 16803
	:	(814) 867.8055

WRIT OF EXECUTION  
NOTICE

**TO: Mr. David Lee Dunlap  
110 Cemetery Road  
Clearfield, PA 16830**

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.**

Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765.2641

## 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 DIVISION

CLEARFIELD BANK AND TRUST : No. 05-856-CD  
COMPANY, :  
Plaintiff :  
: vs. :  
: :  
DAVID LEE DUNLAP : Filed on behalf of: Plaintiff  
Defendant :  
: Counsel of Record for this Party:  
: BABST, CALLAND, CLEMENTS AND  
: ZOMNIR, PC  
: Alan F. Kirk, Esquire  
: Supreme Court # 36893  
: 328 Innovation Boulevard, Suite 200  
: State College, PA 16803  
: (814) 867.8055

**CLAIM FOR EXEMPTION**

To the Sheriff of Clearfield County:

We, the above named Defendant, **DAVID LEE DUNLAP**, claims 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 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 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 the hearing  
should be given to me at \_\_\_\_\_  
(address)  
\_\_\_\_\_  
(telephone number)

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.  
Section 4904 relating to unsworn falsification to authorities.

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

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

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

**(814)765.2641**

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW**

Clearfield Bank & Trust Company

Vs.

NO.: 2005-00856-CD

CC: *CC: JY*

David Lee Dunlap

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST COMPANY, Plaintiff(s) from DAVID LEE DUNLAP, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

(3) If property of the defendant(s) 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/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: **\$48,598.14**

INTEREST: continuing interest on the principal balance from August 29, 20006

DATE: 10/25/2006

PROTHONOTARY'S COSTS PAID: **\$132.00**

SHERIFF: \$

ATTY'S COMM: \$

OTHER COSTS: \$

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

\_\_\_\_\_  
Sheriff

*William A. Shaw*  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

Requesting Party: Alan F. Kirk, Esq.  
328 Innovation Blvd., Ste. 200  
State College, PA 16803  
(814) 867-8055

“EXHIBIT A”

ALL the parcel of land situate in the Fourth Ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on Cemetery Road at the intersection of an alley with said road thence South along Cemetery Road 4 degrees 40 minutes West 32.5 feet to the intersection of line of Lot 108; thence West 49.6 feet to a stake; thence North 4 degrees 40 minutes East 35.2 feet to the alley; thence along said alley East 49.6 feet to the place of beginning.

BEING the same premises conveyed to Grantors herein by Deed of Harry W. Hand and Dolly E. Hand, his wife, dated September 29, 1976, and recorded at Clearfield County in Volume 727, Page 516.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20464  
NO: 05-856-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY  
vs.  
DEFENDANT: DAVID LEE DUNLAP

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 10/25/2006

LEVY TAKEN 11/08/2006 @ 1:30 PM

POSTED 11/08/2006 @ 1:30 PM

SALE HELD 01/05/2007

SOLD TO CLEARFIELD BANK AND TRUST COMPANY

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 02/14/2007

DATE DEED FILED 02/14/2007

PROPERTY ADDRESS 110 CEMETERY ROAD CLEARFIELD , PA 16830

**FILED**  
FEB 14 2007  
O 4:00 PM  
William A. Shaw  
Prothonotary/Clerk of Courts  
PP, 5-00  
JW

**SERVICES**

11/20/2006 @ SERVED DAVID LEE DUNLAP

SERVED DAVID LEE DUNLAP, DEFENDANT BY REG. & CERT MAIL PER COURT ORDER TO 110 CEMETERY ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, CERT. #70050390000372351841. CERT MAIL RETURNED UNCLAIMED ON NOV. 22, 2006. REG MAIL RETURNED 11/27/06

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20464  
NO: 05-856-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY  
vs.  
DEFENDANT: DAVID LEE DUNLAP

Execution REAL ESTATE

SHERIFF RETURN

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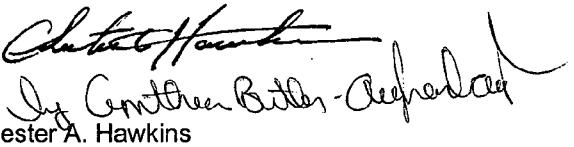
SHERIFF HAWKINS \$195.19

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2007  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Chester A. Hawkins  
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW**

Clearfield Bank & Trust Company

Vs.

NO.: 2005-00856-CD

David Lee Dunlap

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST COMPANY, Plaintiff(s) from DAVID LEE DUNLAP, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

- (3) If property of the defendant(s) 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/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: **\$48,598.14**  
INTEREST: continuing interest on the principal  
balance from August 29, 20006  
DATE: 10/25/2006

PROTHONOTARY'S COSTS PAID: **\$132.00**  
SHERIFF: \$  
ATTY'S COMM: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 25<sup>th</sup> day  
of October A.D. 2006  
At 3:00 A.M. P.M.

Chesler A. Hawley  
Sheriff By Cynthia Butter-Cleghorn-Dunlap

Requesting Party: Alan F. Kirk, Esq.  
328 Innovation Blvd., Ste. 200  
State College, PA 16803  
(814) 867-8055

“EXHIBIT A”

ALL the parcel of land situate in the Fourth Ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on Cemetery Road at the intersection of an alley with said road thence South along Cemetery Road 4 degrees 40 minutes West 32.5 feet to the intersection of line of Lot 108; thence West 49.6 feet to a stake; thence North 4 degrees 40 minutes East 35.2 feet to the alley; thence along said alley East 49.6 feet to the place of beginning.

BEING the same premises conveyed to Grantors herein by Deed of Harry W. Hand and Dolly E. Hand, his wife, dated September 29, 1976, and recorded at Clearfield County in Volume 727, Page 516.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME DAVID LEE DUNLAP NO. 05-856-CD

NOW, February 14, 2007, 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 January 05, 2007, I exposed the within described real estate of David Lee Dunlap to public venue or outcry at which time and place I sold the same to CLEARFIELD BANK AND TRUST COMPANY he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

## **SHERIFF COSTS:**

## **PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR SERVICE	15.00	DEBT-AMOUNT DUE	48,598.14
MILEAGE	15.00	INTEREST @ %	0.00
LEVY	2.00	FROM 08/29/2006 TO 01/05/2007	
MILEAGE	2.00	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	10.19	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	20.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE		ESCROW DEFICIENCY	
DEED	30.00	PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT	1.00	TOTAL DEBT AND INTEREST	\$48,618.14
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	306.34
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	1,803.63
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$195.19	LIEN SEARCH	100.00
DEED COSTS:		ACKNOWLEDGEMENT	5.00
ACKNOWLEDGEMENT	5.00	DEED COSTS	28.50
REGISTER & RECORDER	28.50	SHERIFF COSTS	195.19
TRANSFER TAX 2%	0.00	LEGAL JOURNAL COSTS	144.00
TOTAL DEED COSTS	\$28.50	PROTHONOTARY	132.00
		MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
		TOTAL COSTS	\$2,754.66

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

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

CLEARFIELD BANK AND TRUST : No. 2005-856-CD  
COMPANY, :  
Plaintiff :  
DAVID LEE DUNLAP : Type of Pleading: Affidavit :  
: Filed on Behalf of: Plaintiff  
Defendant :  
: Counsel of Record for this Party:  
: BABST, CALLAND, CLEMENTS AND  
: ZOMNIR, PC  
: Alan F. Kirk, Esquire  
: Supreme Court # 36893  
: 328 Innovation Boulevard, Suite 200  
: State College, PA 16803

ORDER

AND NOW, this 21<sup>st</sup> day of December, 2005, it is now hereby ORDERED AND  
DECREED that the Plaintiff in the above-captioned matter is hereby directed to serve the  
Complaint in the above-captioned matter upon the Defendant by certified mail and first class  
regular mail to his last known address and that service shall be deemed effective upon mailing and  
that upon mailing an Affidavit of Service will be filed.

BY THE COURT:

J.

Paul E. Cherry

FILED 1CC  
1/9/4080 Atty Kirk  
DEC 23 2005

William A. Shaw  
Prothonotary/Clerk of Courts

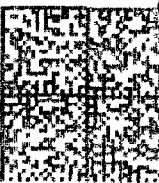


CHESTER A. HAWKINS  
SHERIFF

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



7005 0390 0003 7235 1841



Hasler

11/20/2006  
Mailed From 16830  
US POSTAGE

\$04.880

DAVID LEE DUNLAP  
110 CEMETERY ROAD  
CLEARFIELD, PA 16830  
S  
A  
C  
S  
X  
INSUFFICIENT ADDRESS  
ATTEMPTED NOT KNOWN  
NO SUCH NUMBER/ STREET  
NOT DELIVERABLE AS ADDRESSED  
-UNABLE TO FORWARD

RTS  
RETURN TO SENDER

MTF

11/20/06

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

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

**OFFICIAL**

Postage

\$

Certified Fee

Return Receipt Fee

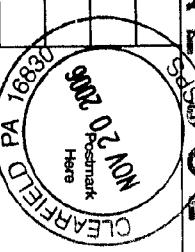
(Endorsement Required)

Restricted Delivery Fee

(Endorsement Required)

Total Postage & Fees

\$ 4.88



2005 0390 0003 7235 1841

Street, Apt. No., or PO Box No. City, State, ZIP+4	DAVID LEE DUNLAP, 110 CEMETERY ROAD CLEARFIELD, PA 16830
--	--

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION****COMPLETE THIS SECTION ON DELIVERY**

- 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:**

DAVID LEE DUNLAP  
110 CEMETERY ROAD  
CLEARFIELD, PA 16830

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

A. Signature   
  
X

B. Received by (Printed Name)   
C. Date of Delivery

**3. Service Type**

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

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

Yes

2. Article Number  
(Transfer from service label)

7005 0390 0003 7235 1841

102585-C2-M-150

PS Form 3811, February 2004

Domestic Return Receipt



CHESTER A. HAWKINS

SHERIFF

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

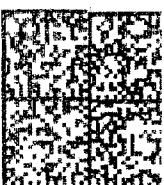
11/27/06

DAVID LEE DUNLAP  
110 CEMETERY ROAD  
CLEARFIELD, PA 16830

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

RTS  
RETURN TO SENDER

1683042664-10 0008



Hasler

\$00.630  
11/20/2006  
Mailed From 16830

US POSTAGE