

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Todd Cossick, et al/b/a.

(Plaintiff)
Cossick Construction.

P.O. Box 277, Crossview Street
(Street Address)

Iruona, PA 16656

(City, State ZIP)

CIVIL ACTION

No. 05-912-CD

Type of Case: Mechanics Lien Waiver

Type of Pleading: _____

VS.

Jeffrey T. Best.

(Defendant)

205 Best Lane

(Street Address)

Coalport, PA 16627

(City, State ZIP)

Filed on Behalf of:

Todd Cossick / Jeffrey T. Best.
(Plaintiff/Defendant)

Raymond J. Wendelkier
(Filed by)

306 Magee Avenue, Patton,
(Address) PA 16668

814-674-5991
(Phone)

Raymond J. Wendelkier
(Signature)

FILED 3cc

01/20/05
JUN 24 2005

Any Wendelkier
Any pd. 20.00

William A. Shaw
Prothonotary/Clerk of Courts

MECHANIC'S LIEN WAIVER

Made this 23rd day of June, 2005.

FROM TODD COSSICK, trading and doing business as COSSICK CONSTRUCTION,
having an office at P.O. Box 277, Cressview Street, Irvona, Pennsylvania 16656,
hereinafter referred to as a "CONTRACTOR",

TO

JEFFREY T. BEST, single, of 205 Best Lane, Coalport, Pennsylvania 16627,
"OWNER".

RECITALS:

1. CONTRACTOR has contracted with OWNERS by contract dated April 27, 2005, referred to as ("CONTRACT") to provide all materials and perform all labor necessary for the construction of a single family house, including excavation and construction of a foundation and installation of an on-site sand mount septic system at 205 Best Lane, Beccaria Township, Coalport, Clearfield County, Pennsylvania 16627, the PROPERTY, which is described on the attached Schedule "A".
2. CSB BANK (hereinafter referred to as the "BANK"), has agreed and committed to provide a mortgage loan in the sum of ONE HUNDRED FORTY TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$142,500.00) to OWNER. This sum is to be advanced by BANK as required by OWNER and/or as the construction work progresses.

MECHANIC'S LIEN WAIVER:

NOW THEREFORE, intending to be legally bound, it is stipulated and agreed to as follows:

1. CONTRACTOR, for itself and anyone else acting or claiming through or under it, for and in consideration of the CONTRACT and the considerations stated within the CONTRACT, and intending to be legally bound by this MECHANIC'S LIEN WAIVER, does waive and relinquish all right to file a mechanic's lien, claim or notice of intention to file any lien or claim, and does covenant, promise and agree that no mechanic's lien or claim or other lien or claim of any kind shall be filed or maintained against the improvements or the estate or the title of the OWNERS, their heirs, successors or assigns, in the PROPERTY or the curtilage or curtilages appurtenant thereto, or against any right, title or interest of OWNERS, their heirs, successors, or assigns, by or in the name of the CONTRACTOR or any subcontractors, materialmen or laborers for work done or materials furnished under the CONTRACT or by any other party acting through or under them or any of them for or about the addition and improvements or the PROPERTY or any part thereof, or on credit thereof, and that all subcontractors, materialmen, and laborers on the work shall look to and hold CONTRACTOR personally liable for all subcontracts, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind against OWNERS, their heirs, successors or assigns for any subcontracts, and materials and work done and labor furnished under the CONTRACT for and about the construction of the house and and other improvements or under any contract for extra work, or for work supplemental thereto, or otherwise.

2. This agreement waiving the right of liens shall be an independent covenant and shall operate and be effective with respect to work done and materials furnished under any supplemental contract for extra work to the construction of the house and other improvements as well as to any work and labor done and materials furnished under the CONTRACT.

3. In the event that a CONTRACTOR consists of more than one person, firm or corporation, the undertakings hereunder of such persons, firms or corporations shall be joint and several. For purposes of this MECHANIC'S LIEN WAIVER, the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and the feminine, as the context may require.

4. In the event that any mechanic's lien or claims filed by a CONTRACTOR or any person, firm or corporation claiming under, through or against a CONTRACTOR, CONTRACTOR, for itself and all such persons, firms and corporations, irrevocably waives any right to a jury trial in any action to strike or discharge the lien.

5. If a CONTRACTOR or any person, firm or corporation claiming under, through or against the a CONTRACTOR files a mechanic's lien, notwithstanding this waiver, OWNERS, their heirs, successors or assigns, and BANK, its

successors and assigns shall each have the right to discharge the lien by appropriate legal proceedings and to retain out of any payment then due or thereafter to become due to such CONTRACTOR, an amount sufficient to completely reimburse and indemnify OWNERS, their heirs, successors and assigns, BANK, its successors and assigns against all expenses and losses resulting from such liens. Such expenses and losses shall include, without limitation, any attorney's fees, surety bond premiums and other costs incurred in attempting to discharge or remove such lien, and any damages or other losses resulting from such lien, all of which such CONTRACTOR agrees to pay. If any payment then due to such CONTRACTOR by OWNERS, is not sufficient to reimburse and indemnify OWNERS their heirs, successors or assigns, and BANK, its successors and assigns by way of off-set, such CONTRACTOR agrees to pay the amount of the difference to OWNERS, their heirs, successors or assigns, or BANK, its successors and assigns, as the case may be, upon demand.

6. CONTRACTOR agrees to release any and all liens for all work done, and materials and supplies of any kind that have been delivered or ordered, in connection with the construction of the house and other improvements and any right to file for such liens, which have or may have attached prior to the execution of this MECHANIC'S LIEN WAIVER.

7. In addition, CONTRACTOR further agrees that all provisions of this MECHANIC'S LIEN WAIVER shall apply to the release of any and all mechanic's, materialmen's and any and all other liens, and the right to file such liens, which have attached to the PROPERTY, buildings, or otherwise, prior to the execution of this MECHANIC'S LIEN WAIVER, as those provisions apply to the waiver of any and all mechanic's liens.

8. This agreement and stipulation is made and is intended to be filed with the Cambria County Prothonotary within ten (10) days of the date of this MECHANIC'S LIEN WAIVER, in accordance with the authority granted by the ACT of August 24, 1963, P.L. 1175, SECTION 405, 49 P.S. SECTION 1402.

IN WITNESS WHEREOF, the undersigned have signed, sealed and delivered this MECHANIC'S LIEN WAIVER as of the date first written above.

CONTRACTOR:
TODD COSSICK CONSTRUCTION

Carol J. Cossick
Witness

By: Todd Cossick (SEAL)
TODD COSSICK, Contractor

OWNERS:

Raymond J. Winkler
Witness

Jeffrey T. Best (SEAL)
JEFFREY T. BEST

ACKNOWLEDGMENT

State of Pennsylvania |
County of Clearfield | ss

On this the 23 day of June, 2004⁵, before me, a notary public, the undersigned officer, personally appeared TODD COSSICK, t/d/b/a COSSICK CONSTRUCTION, known to me (or satisfactorily proven), who acknowledged himself to be the person whose name is subscribed to the within instrument and acknowledged that he is authorized to execute the same by signing by himself for the purposes contained therein.

In Witness Whereof, I hereunto set my hand and official seal.

(Seal)

NOTARIAL SEAL
MICHAEL T. RYAN, Notary Public
Clearfield, Clearfield County, PA
My Commission Expires December 5, 2006

Michael T. Ryan
Notary Public

ACKNOWLEDGMENT

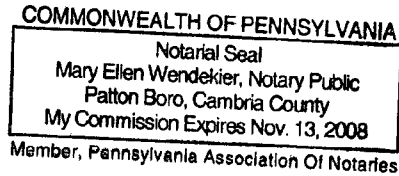
State of Pennsylvania |
County of Cambria | ss

On this the 24th day of June, 2005, before me, a notary public, the undersigned officer, personally appeared JEFFREY T. BEST, single, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes contained therein.

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

(Seal)

Mary Ellen Wendekier
Notary Public



ALL those certain pieces or parcels of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

PARCEL NO. 1: Beginning at an iron pin (set) on the Easterly line of an access roadway leading from T-536 being thirty feet in width, being the Southwest corner of land now or formerly of William Jeffrey Best, et ux., (Tax Parcel No. J17-186) and being the Northwest corner of the herein described parcel being Lot 9 of the Nona Pearl Rutter Subdivision Plan; then South $54^{\circ} 01' 28''$ East along land now or formerly of William Jeffrey Best, et ux., for a distance of 339.52 feet to an iron pin (set); then South $15^{\circ} 17' 28''$ West along land now or formerly of William Jeffrey Best, et ux. for a distance of 45.36 feet to an iron pin (set); then North $82^{\circ} 41' 50''$ West along Lot No. 1 for a distance of 287.92 feet to an iron pin (set); then North $06^{\circ} 17' 33''$ East through land now or formerly of Nona Pearl Rutter, and along the Easterly line of the above mentioned access roadway for a distance of 207.86 feet to the point of beginning. This parcel being a non-building side-lot addition to existing property of a former owner as approved in the referenced subdivision plan. Containing 0.852 acres and being labeled at Lot 9 on the Nona Pearl Rutter Subdivision Plan completed by Dennis E. Sheehan, PLS from a survey completed April 1999, said plan being recorded in the Recorder's Office in Clearfield County as Instrument No. 199911908 to Map File No. 1822.

THIS PARCEL OF LAND IS FURTHER IDENTIFIED ON THE CLEARFIELD COUNTY, PENNSYLVANIA TAX ASSESSMENT RECORDS AS PART OF TAX CONTROL NO. 1010-49636 AND TAX MAP # 1010-J17-000-00186

TOGETHER with a non-exclusive right to Grantee to use the access road being shown as the private roadway which runs between State Route SR 2002 and Township Road T-536. The grant of this right is for the purpose of ingress, egress, and regress to the property conveyed herein and shall be used in common with other parties who have the right to use the private roadway. The private roadway being shown on the Subdivision Plan recorded in Clearfield County Instrument No. 199911908 to Map File No. 1822.

RESERVING TO THE Grantors, their heirs, successors and assigns the right in common with the Grantee, his heirs, successors and assigns to the use of an easement and right of way 12 feet in width commencing at a point on a private road leading to Township Road T-536 at a corner of land now or formerly of Edward H. Rutter. The parcel being conveyed herein and running in an Easterly direction through the parcel being conveyed herein at a width of 12 feet along the line of land now or formerly of Edward H. Rutter to land now or formerly of William Jeffrey Best and Cheryl Lynn Best described in Deed Book Volume 971, Page 1281 and containing about 1.7 acres of land. This easement and right of way shall be used for the purpose of ingress, egress and regress to this last mentioned property.

PARCEL NO. 2: Beginning at a point on or near a private lane of land now or formerly of John A. and Mary E. Delfosse which private land connects L.R. 17131 and a Township Road; then along the said private land North 10° West 85 feet to a point; then North 55° 10' East 336 feet to a point; then South 34° degrees 50' East 172 feet to a point; then South 70° West 365 feet to a point and place of beginning. Containing one (1) acre more or less.

THIS PARCEL OF LAND IS FURTHER IDENTIFIED ON THE CLEARFIELD COUNTY, PENNSYLVANIA TAX ASSESSMENT RECORDS AS TAX CONTROL NO. 1010-37211 AND TAX MAP # 1010-J17-000-00158

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

KEITH A. MAINES,
Plaintiff

vs.

DONALD J. STRAW and
BRANDY STRAW,
Defendants

No. 2005- 911 -CD

Type of Case:
FORECLOSURE

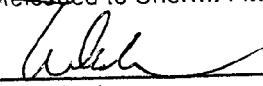
Type of Pleading:
COMPLAINT

Filed on Behalf of:
PLAINTIFF

Attorney for this party:
Peter F. Smith, Esquire
Supreme Court No. 34291
30 South Second Street
P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

FILED 1cc Atty
m/12:44/31
JUN 24 2005 2cc Shff
William A. Shaw Atty pd.
Prothonotary/Clerk of Courts 85.00

Nov. 4, 2005 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

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

| | | | |
|---------------------|---|-----------|-----|
| KEITH A. MAINES, | : | | |
| Plaintiff | : | | |
| | : | | |
| vs. | : | No. 2005- | -CD |
| | : | | |
| DONALD J. STRAW and | : | | |
| BRANDY STRAW, | : | | |
| Defendants | : | | |

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint 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 other rights important to you.

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

Clearfield County Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641, ext. 5982

AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the Court. You must attend the scheduled conference or hearing.

Clearfield County Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641, ext. 5982

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

KEITH A. MAINES,
Plaintiff

vs.

DONALD J. STRAW and
BRANDY STRAW,
Defendants

No. 2005- **911** -CD

COMPLAINT TO FORECLOSE MORTGAGE

COMES NOW, KEITH A. MAINES, by his attorney, Peter F. Smith, who pursuant to Pa.R.C.P. 1147 pleads:

1. The name of the Plaintiff is **KEITH A. MAINES**, with address of 105 1/2 Fulton Street, Clearfield, Pennsylvania 16830.
2. The name of the first Defendant is **DONALD J. STRAW**, whose last known address is Nelson's Park Drive, Apt #103, Claremont, Lake County, Florida 34714.
3. The name of the second Defendant is **BRANDY STRAW**, whose last known address is Nelson's park Drive, Apt #103, Claremont, Lake County, Florida 34714.
4. The parcel of real estate subject to this action consists of a house and 2 lots, known as 521 Susquehanna Avenue, Curwensville, Clearfield County, Pennsylvania 16833, identified by Clearfield County Tax Map No. 6-2-H10-295-00012 and is more particularly described as follows:

ALL that certain piece or parcel of land situate in the Second Ward, Curwensville Borough, Clearfield County and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post on Susquehanna Avenue at the corner of a lot now or formerly of Elizabeth J. Bloom, which is 90 feet North of the corner of Susquehanna Avenue and Hill Street; thence in a Westerly direction, 100 feet to the line of lot now or formerly of Mrs. S. S. Young; thence along the line of lot now or formerly of Mrs. S. S. Young in a Northerly direction, 45 feet to a post at corner of other land now or formerly of H. O. Bressler; thence in an Easterly direction 100 feet to

a post on Susquehanna Avenue; thence in a Southerly direction 45 feet to the place of beginning.

THE SECOND THEREOF: BEGINNING at a point on Susquehanna Avenue on the division line of the property now or formerly of Jesse Curt Caldwell and Hazel E. Caldwell, his wife, and Harry C. Brown and Winifred E. Brown, his wife, 135 feet North of the corner of Susquehanna Avenue and Hill Street, which point is also 45 feet North of the lot now or formerly of Elizabeth J. Bloom; thence in a Northerly direction along Susquehanna Avenue 2 feet to a post; thence West 100 feet to a post on the line of lot now or formerly of Mrs. S. S. Young; thence South 2 feet to the property line now or formerly of Harry C. Brown and Winifred E. Brown, his wife, thence East 100 feet along the said Brown line to the place of BEGINNIGN. BEING a parcel of land 2 feet on Susquehanna Avenue and 100 feet in depth along the Southerly side of the premises now or formerly of Jesse Curt Caldwell and Hazel E. Caldwell, his wife.

BEING the same premise conveyed unto the Grantor by Deed dated March 31, 2003 and recorded at Clearfield County Instrument No. 200305046.

4. The Defendants mortgaged the property described above to Keith A. Maines, Plaintiff, by instrument dated March 31, 2003, for principal debt of \$26,612.00, together with interest. Said mortgage was recorded at Clearfield County Instrument No. 200305048. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

5. Plaintiff has not assigned this mortgage or note.

6. No judgment has been entered in any jurisdiction upon this mortgage or underlying obligation to pay the note.

7. Defendants are entitled to no credits or set-offs.

8. On or about January, 2005, the Defendants failed to make the full monthly payment of \$303.79, and at no time since then have all monthly payments been made which constitutes a default.

9. After crediting all amounts paid by the Defendants to Plaintiff in reduction of this mortgage, there is a total past due of \$3,242,68 as of July 1, 2005.

10. Demand has been made upon the Defendants to make said payments to Plaintiff and correct their default, but they have failed to do so.

11. The Mortgage entitles Mr. Maines to collect his attorney fees and court costs as part of its damages.

12. The exact amounts due under said mortgage and because of Defendants' default, after acceleration of the balance due pursuant to its terms as of July 1, 2005, are as follows:

| | | |
|----|--|--------------|
| a) | Balance | \$ 23,773.45 |
| b) | Late Charge | \$ |
| c) | Interest Due to 07/01/05 | \$ 1,116.15 |
| d) | Interest accruing after 07/01/05 at \$5.2106 per day (to be added) | \$ _____ |
| e) | Costs of suit (to be added) | \$ _____ |
| f) | Attorney's fees | \$ _____ |
| g) | Unpaid School taxes | \$ 486.12 |
| h) | Unpaid County/Twp taxes | \$ 696.83 |
| i) | Satisfaction Fee | \$ 30.50 |
| j) | Water/sewer | \$ 503.92 |

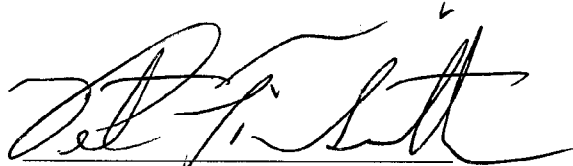
PRELIMINARY TOTAL \$ 26,606.97

FINAL TOTAL \$

13. The Defendants have abandoned the property subject to this action. The Defendants moved to the address in Florida as stated in paragraphs 2 and 3 above. Therefore, the Defendants are not entitled to the notices required by Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 et seq. Homeowner's Emergency Mortgage Assistance Act, 1959, Dec. 3, P.L. 1688, No. 621, art. IV-C, Section 402-C, added 1983, Dec. 23, P.L. 385, No. 91, Section 2, 35 P.S. Section 1680.401c et seq.

WHEREFORE, Plaintiff demands judgment in its favor as specified in Paragraph 12 above, authority to foreclose its mortgage against the real estate, and such other relief as the court deems just.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'P. F. Smith', written over a horizontal line.

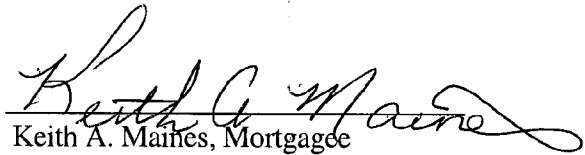
Peter F. Smith
Attorney for Plaintiff

Dated: June 23, 2005

AFFIDAVIT

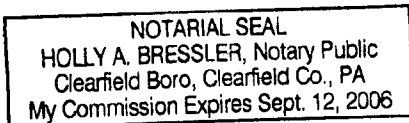
STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

KEITH A. MAINES, being duly sworn according to law, deposes and says that he is the Mortgagee, and, as such, is duly authorized to make this Affidavit, and further, that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.


Keith A. Maines, Mortgagee

SWORN TO AND SUBSCRIBED
before me this 17th
day of June, 2005.


Notary Public



Mortgage

This Indenture, Made the 31st day of March
in the year ~~2002~~ two thousand three (2003)

Between DONALD J. STRAW and BRANDY STRAW, Husband and Wife, of 521 Susquehanna Avenue, Curwensville, Clearfield County, Pennsylvania 16833

Mortgagors ,
and KEITH A. MAINES, of 105½ Fulton Street, Clearfield County, Pennsylvania 16830

Mortgagee :

Whereas, the said DONALD J. STRAW and BRANDY STRAW
Mortgagors , in and by their certain Obligation or Writing
Obligatory, under their hands and seals , duly executed, bearing even date herewith stand
bound unto the said Mortgagee in the sum of TWENTY-SIX THOUSAND SIX HUNDRED TWELVE AND
NO/100-----(\$26,612.00) lawful money of the United States of
America; conditioned that the said Mortgagors , their heirs, executors or administrators,
shall and do well and truly pay, or cause to be paid, unto the said Mortgagee , his
certain attorneys, executors, administrators or assigns, the sum of TWENTY-SIX THOUSAND SIX
HUNDRED TWELVE AND NO/100-----(\$26,612.00) Dollars,

And Also, from time to time, and at all times, until payment of said principal sum be made as afore-
said, keep the building , erected and to be erected upon the land herein described, insured for the benefit
of the Mortgagee , in some good and reliable Stock Insurance Company or Companies to the amount
of at least TWENTY-SIX THOUSAND SIX HUNDRED TWELVE AND NO/100-----

-----(\$26,612.00) Dollars, and take no insurance out on said
buildings, not marked for the benefit of the Mortgagee ; the further condition of the said Obliga-
tion is such, that if at any time default shall be made in the payment of principal

interest or insurance premium as aforesaid, for the space of thirty (30) days
after any payment thereof shall fall due, or if a breach of any other of the foregoing conditions be made
by the said Mortgagors , their heirs, executors, administrators or assigns, then and in such case, the
said principal sum shall at the option of the said Mortgagee , his executors,
administrators or assigns, become due; and payment of the same, with the interest and costs of insurance
due thereon, as aforesaid, together with an attorney's commission of five (5%) per cent. on the said
principal sum, besides costs of suit, may be enforced and recovered at once, anything therein contained
to the contrary thereof in anywise notwithstanding, as in and by the said recited Obligation and the con-
dition thereof (relation being thereunto had) may more fully and at large appear.

Witnesseth that the said Mortgagors , as well for and in consideration of the said debt or sum of
TWENTY-SIX THOUSAND SIX HUNDRED TWELVE AND NO/100-----(\$26,612.00)-----
Dollars, and for the better securing the payment of the same with interest, as aforesaid, unto the said
Mortgagee , his executors, administrators or assigns in the
discharge of the said recited Obligation , as for and in consideration of the further sum of one dollar,
lawful money, aforesaid, unto the said Mortgagor in hand well and truly paid by said Mortgagee , at
or before sealing and delivery hereof, the receipt whereof is hereby acknowledged,
granted, bargained and sold, released, and confirmed, and by these presents, do grant
bargain and sell, release and confirm unto the said Mortgagee , his heirs and assigns

All that certain piece or parcels of land, including improvements, described as follows:

EXHIBIT "A"

ALL that certain piece or parcels of land situate in the Second Ward, Curwensville Borough,
Clearfield County, Pennsylvania bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post on Susquehanna Avenue at the corner of a lot now or formerly of Elizabeth J. Bloom, which is 90 feet North of the corner of Susquehanna Avenue and Hill Street; thence in a Westerly direction 100 feet to the line of lot now or formerly of Mrs. S. S. Young; thence along the line of lot now or formerly of Mrs. S. S. Young in a Northerly direction, 45 feet to a post at corner of other land now or formerly of H. O. Bressler; thence in an Easterly direction 100 feet to a post on Susquehanna Avenue; thence in a Southerly direction 45 feet to the place of **BEGINNING**.

THE SECOND THEREOF: BEGINNING at a point on Susquehanna Avenue on the division line of the property now or formerly of Jesse Curt Caldwell and Hazel E. Caldwell, his wife, and Harry C. Brown and Winifred E. Brown, his wife, 135 feet North of the corner of Susquehanna Avenue and Hill Street, which point is also 45 feet North of the lot now or formerly of Elizabeth J. Bloom; thence in a Northerly direction along Susquehanna Avenue 2 feet to a post; thence West 100 feet to a post on the line of lot now or formerly of Mrs. S. S. Young; thence South 2 feet to the property line now or formerly of Harry C. Brown and Winifred E. Brown, his wife; thence East 100 feet along the said Brown line to the place of **BEGINNING** BEING a parcel of land 2 feet on Susquehanna Avenue and 100 feet in depth along the Southerly side of the premises now or formerly of Jesse Curt Caldwell and Hazel E. Caldwell, his wife.

BEING assessed with Map No. H10-295-12 in the Assessment Records of Clearfield County.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200305048

RECORDED ON
Mar 31, 2003
1:54:32 PM
Total Pages: 4

RECORDING FEES - \$13.00
RECORDER
COUNTY IMPROVEMENT \$2.00
FUND
RECORDER IMPROVEMENT \$3.00
FUND
JCS/ACCESS TO \$10.00
JUSTICE
STATE WRIT TAX \$0.50
TOTAL \$28.50
CUSTOMER
AYRES, JOHN

Together with all and singular the buildings improvements, ways, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents issues and profits thereof;

To Have And To Hold the said

hereditaments and premises granted, or mentioned and intended so to be with the appurtenances, unto the said Mortgagee, his heirs and assigns, to and for the only proper use and behoof of the said Mortgagee, his heirs and assigns, forever:

And the said Mortgagors, for themselves, their heirs and assigns do hereby covenant, promise and agree to and with the said Mortgagee, his heirs, executors, administrators and assigns, that if the said Mortgagors, their heirs or assigns, shall neglect or refuse to keep up the aforesaid insurance, it shall be lawful for the said Mortgagee, his heirs, executors, administrators or assigns, to insure the said building in a sum sufficient to secure payment of the said principal debt, in case of fire, and shall recover the costs and expenses of such insurance in a suit upon this Mortgage.

Provided always, nevertheless, that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall well and truly pay, or cause to be paid, unto the said Mortgagee, his executors, administrators or assigns, the said principal sum of TWENTY-SIX THOUSAND SIX HUNDRED TWELVE AND NO/100 (\$26,612.00) Dollars, lawful money, aforesaid, on the day and time hereinbefore mentioned and appointed for payment of the same, together with interest and costs and charges of insurance, as aforesaid, and without any deduction, defalcation or abatement to be made of anything for or in respect of any taxes, charges or assessments whatsoever, then and from thenceforth, as well this present Indenture and the estate hereby granted, as the said recited Obligation, shall cease, determine and become void, anything hereinbefore contained to the contrary thereof in anywise notwithstanding. And Provided, also, that it shall and may be lawful for the said Mortgagee, his executors, administrators or assigns, when and as soon as the said principal sum shall, in any event, become due and payable, as aforesaid, an Action of Mortgage foreclosure may be properly commenced upon this Indenture of Mortgage, and proceed thereon to judgment and execution for the recovery of said principal sum and all interest due thereon, and the costs and expenses of insurance, as aforesaid, together with an attorney's commission of five (5%) per cent. on said principal sum, besides cost of suit, without stay of or exemption from execution or other process, with a full release of errors; any law, rule of court, or usage to the contrary notwithstanding.

In Witness Whereof, the said part of the first part ha to these presents set hand and seal, the day and year first above written.

Signed, sealed and delibered in the presence of

John G. ...
as to both

Donald J. Straw
DONALD J. STRAW
Brandy Straw
BRANDY STRAW

Certificate of Residence

I hereby certify, that the precise address of the mortgagee
105 1/2 Fulton Street
Clearfield, PA 16830

herein is as follows:

John G. ...
Attorney or Agent for Mortgagee

Commonwealth of Pennsylvania

County of CLEARFIELD

SS:

On this, the 31st day of March 2003 before me a Notary Public

the undersigned officer, personally appeared DONALD J. STRAW and BRANDY STRAW

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

IN WITNESS WHEREOF, I have hereunto set my hand and

My Commission Expires

Commonwealth of Pennsylvania

County of

SS:

Notarial Seal
John A. Ayres, Jr., Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Jan. 30, 2007

On this, the day of 19, before me

the undersigned officer, personally appeared

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

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

My Commission Expires

Mortgage

INDIVIDUAL - REVISED 1968

KEITH A. MAINES, Mortgagee

TO

DONALD J. STRAW AND BRANDY STRAW, Mortgagees

Dated March 31, 2003

Upon

To secure - \$ 26,612.00

Payable

Commonwealth of Pennsylvania

County of

SS:

Recorded in the office for Recording of Deeds, &c., in and for said County, in Mortgage Book No. Vol. , Page

Witness my hand and Official Seal this day of , 19

Recorder of Mortgages

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100584
NO: 05-911-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: KEITH A. MAINES

vs.

DEFENDANT: DONALD J. STRAW & BRANDY STRAW

SHERIFF RETURN

NOW, July 07, 2005 MAILED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE TO DONALD J. STRAW DEFENDANT AT NELSON'S PARK DRIVE APT #103, CLAREMONT, FL, 34714 BY CERTIFIED MAIL # 7003 3110 0001 9380 0732. THE MAILING IS HERETO ATTACHED MARKED RETURNED "UNCLAIMED".

FILED

02:33 PM
AUG 03 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100584
NO: 05-911-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: KEITH A. MAINES
vs.
DEFENDANT: DONALD J. STRAW & BRANDY STRAW

SHERIFF RETURN

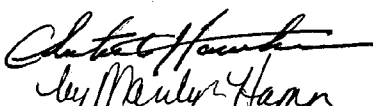
NOW, July 07, 2005 MAILED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE TO BRANDY STRAW DEFENDANT AT NELSON'S PARK DRIVE APT #103, CLAREMONT, FL, 34714 BY CERTIFIED MAIL # 7003 3110 0001 9380 0749. THE MAILING IS HERETO ATTACHED MARKED RETURNED "UNCLAIMED".

| PURPOSE | VENDOR | CHECK # | AMOUNT |
|-----------------|----------|---------|--------|
| SURCHARGE | K.MAINES | 4820 | 20.00 |
| SHERIFF HAWKINS | K.MAINES | 4820 | 29.13 |

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,


Chester A. Hawkins
Sheriff



CHESTER A. HAWKINS

SHERIFF

COURTHOUSE

1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7003 3110 0001 9380 0732

DONALD J. STRAW
Nelson's Park Drive Apt #103
Claremont, FL 34714

16431

7/11/05
1st NOTICE 20
2nd NOTICE 7-26
RETURNED

FINAL NOTICE

3471465539-20055



CHESTER A. HAWKINS

SHERIFF

COURTHOUSE

1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7003 3110 0001 9380 0749

BRANDY STRAW
Nelson's Park Drive Apt #103
Claremont, FL 34714

16431

7/11/05

1st NOTICE 20
2nd NOTICE 7-26
RETURNED

FINAL NOTICE



CHESTER A. HAWKINS
SHERIFF
COURT HOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. TOLD AT POST OFFICE
CERTIFIED MAIL



7003 3110 0001 9380 0732

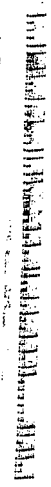
DONALD J. STRAW
Nelson's Park Drive Apt #103
Claremont, FL 34714

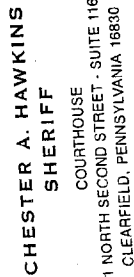
7/11/03
1st notice 20
2nd notice 226
RETURNED

FINAL NOTICE

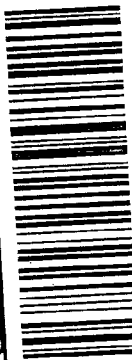


3471468800-2005





CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



2003 3110 0001 9380 0749



2/2/2

BRANDY STRAW
Nelson's Park Drive Apt #103
Cicernmont, FL 34714

16931

1st NOTICE 7-0
2nd NOTICE 7-26
RETURNED

FINAL NOTICE

[illegible]

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

KEITH A. MAINES,
Plaintiff

No. 2005-911-CD

vs.

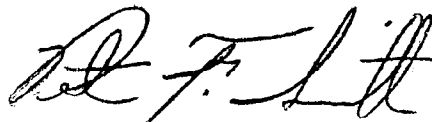
DONALD J. STRAW and
BRANDY STRAW,
Defendants

PRAECIPE TO REINSTATE

TO: Clearfield County Prothonotary

Please reinstate the Complaint filed in the above caption matter and recertify three counterparts of the Complaint and forward two of them to the Sheriff Hawkins for service. The remaining copy should be returned to my office.

Date: November 4, 2005



Peter F. Smith, Esquire
Attorney for Plaintiff

FILED

NOV 04 2005

07313012

William A. Shaw

Prothonotary/Clerk of Courts

NO CP+ COPY

3 REISSUED
COMPLAINT +
TO ATTORNEY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100950
NO: 05-911-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: KEITH A. MAINES

vs.

DEFENDANT: DONALD J. STRAW and BRANDY STRAW

SHERIFF RETURN

NOW, November 10, 2005 AT 1:54 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DONALD J. STRAW DEFENDANT AT 1289 WATTS ROAD, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MINDY QUEEN, SISTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

FILED
018:456N
FEB 14 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100950
NO: 05-911-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: KEITH A. MAINES

vs.

DEFENDANT: DONALD J. STRAW and BRANDY STRAW

SHERIFF RETURN

NOW, November 07, 2005 AT 2:10 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRANDY STRAW DEFENDANT AT CLEARFIELD COUNTY COURTHOUSE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRANDY STRAW, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100950
NO: 05-911-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: KEITH A. MAINES
vs.
DEFENDANT: DONALD J. STRAW and BRANDY STRAW

SHERIFF RETURN

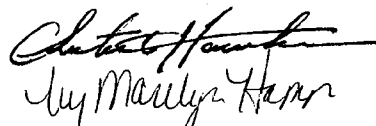
RETURN COSTS

| Description | Paid By | CHECK # | AMOUNT |
|-----------------|----------|---------|--------|
| SURCHARGE | K.MAINES | CASH | 20.00 |
| SHERIFF HAWKINS | K.MAINES | CASH | 21.82 |

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

Ø

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

KEITH A. MAINES,
Plaintiff

vs.

DONALD J. STRAW and
BRANDY STRAW,
Defendants

No. 2005-911-CD

FILED
O 10:49 AM
FEB 15 2006

William A. Shaw
Prothonotary/Clerk of Courts
P-55 pd. 20.00
Notice to Defs. at all
addresses on Certificate
of Address
Statement to
Atty Smith

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on December 1, 2005 and December 28, 2005, I sent by First Class Mail, postage prepaid, the notice required by Pa.R.C.P. 237.1 of our intent to enter a default judgment against the Defendants. Attached hereto and incorporated herein are true and correct copies of said Notices.

2. This Notices were sent to the Defendants at the following addresses:

Donald J. Straw
16431 #103 Nelson Park Dr.
Clermont, FL 34714

Brandy Straw
16431 #103 Nelson Park Dr.
Clermont, FL 34714

Donald J. Straw
1289 Watts Road
Curwensville, PA 16833

Brandy Straw
1449 Watts Road
Curwensville, PA 16833

3. More than ten days have elapsed since the mailing of said Notices, but Defendants are still in default of an Answer or other responsive pleading.

4. Please enter judgment in favor of the Plaintiff and against the Defendants in the amount of **\$26,606.97** plus interest and costs of suit.

| | | |
|----|---|-------------|
| a) | Balance | \$23,773.45 |
| b) | Late Charge | \$ _____ |
| c) | Interest accruing to 07/01/05 | \$ 1,116.15 |
| d) | Interest accruing after 07/01/05 at \$5.2106 per day (to be added) | \$ _____ |
| e) | Costs of Suit (to be added) | \$ _____ |
| f) | Attorney's fees | \$ _____ |
| g) | Unpaid School taxes | \$ 486.12 |
| h) | Unpaid County/Twp taxes | \$ 696.83 |
| i) | Satisfaction fees | \$ 30.50 |
| j) | Water/Sewer | \$ 503.92 |

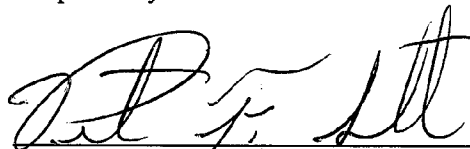
| | |
|-------------------|-------------|
| PRELIMINARY TOTAL | \$26,909.97 |
|-------------------|-------------|

| | | |
|-------|----------------------|----------|
| Date: | Prothonotary's costs | \$ _____ |
|-------|----------------------|----------|

| | |
|-------------|----------|
| FINAL TOTAL | \$ _____ |
|-------------|----------|

Date: 1/9/06

Respectfully submitted:



Peter F. Smith, Esquire
Attorney for Plaintiff

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

KEITH A. MAINES,
Plaintiff

vs.

DONALD J. STRAW and
BRANDY STRAW,
Defendants

No. 2005-911-CD

TO: DONALD J. STRAW
16431 #103 NELSON PARK DR.
CLERMONT, FL 34714

BRANDY STRAW
16431 #103 NELSON PARK DRIVE
CLERMONT, FL 34714

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS TO A 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.

THIS TEN (10) DAY PERIOD SHALL EXPIRE ON DECEMBER 12, 2005.

Clearfield County Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, ext. 5982

Date: December 1, 2005



Peter F. Smith, Attorney for Plaintiff

cc: Mr. Keith Maines

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

KEITH A. MAINES,
Plaintiff

vs.

DONALD J. STRAW and
BRANDY STRAW,
Defendants

:
:
:
:
:
:
:
:

No. 2005-911-CD

TO: DONALD J. STRAW
1289 WATTS ROAD
CURWENSVILLE, PA 16833

BRANDY STRAW
1449 WATTS ROAD
CURWENSVILLE, PA 16833

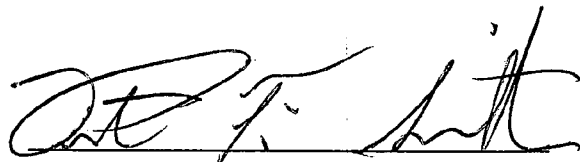
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS TO A 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.

THIS TEN (10) DAY PERIOD SHALL EXPIRE ON JANUARY 9, 2006.

Clearfield County Court Administrator
Clearfield County Courthouse
230 East Market Street,
Clearfield, PA 16830
(814) 765-2641, ext. 5982

Date: December 28, 2005


Peter F. Smith, Attorney for Plaintiff

cc: Mr. Keith Maines

Ø

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

KEITH A. MAINES,
Plaintiff

vs.

DONALD J. STRAW and
BRANDY STRAW,
Defendants

No. 2005-911-CD

CERTIFICATE OF ADDRESS

I, Peter F. Smith, attorney for Plaintiff, certify that to the best of my information, knowledge and belief, the correct name and address of the Plaintiff and last known addresses of the Defendants are:

Plaintiff: Keith A. Maines
105½ Fulton Street
Clearfield, PA 16830

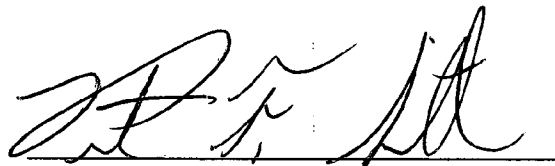
Defendants: Donald J. Straw
16431 #103 Nelson Park Dr.
Clermont, FL 34714

Donald J. Straw
1289 Watts Road
Curwensville, PA 16833

Brandy Straw
16431 #103 Nelson Park Dr.
Clermont, PA 34714

Brandy Straw
1449 Watts Road
Curwensville, PA 16833

Date: 1/8/06



Peter F. Smith
Attorney for Plaintiff

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

KEITH A. MAINES,
Plaintiff

vs.

DONALD J. STRAW and
BRANDY STRAW,
Defendants

No. 2005-911-CD

Notice is given that a judgment has been entered of record in Clearfield County against DONALD J. STRAW and BRANDY STRAW, Defendants, and in favor of the Plaintiff in the amount of \$26,606.97, plus interest and costs.

Prothonotary


By

William L. Shaw
BA

2/15/06
Deputy

Rule of Civil Procedure No. 236

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

 COPY

Keith A. Maines
Plaintiff(s)

No.: 2005-00911-CD

Real Debt: \$26,909.97

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Donald J. Straw
Brandy Straw
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 15, 2006

Expires: February 15, 2011

Certified from the record this 15th day of February, 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

Ø

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

KEITH A. MAINES,
Plaintiff

vs.

DONALD J. STRAW and
BRANDY STRAW,
Defendants

No. 2005-911-CD

FILED Piff pd 20.00
01/11/05/07 1cc-10
FEB 15 2006 Writs to Shff

William A. Shaw
Prothonotary/Clerk of Courts (62)

PRAECIPE FOR WRIT OF EXECUTION

To: Clearfield County Prothonotary

Dear Sir:

Kindly issue a Writ of Execution in the above-captioned matter directed to the Sheriff of Clearfield County as follows:

1. Index this Writ against:

DONALD J. STRAW and BRANDY STRAW

2. Property owned by the Defendants as follows:

The parcel of real estate subject to this action consists of a house and 2 lots, known as 521 Susquehanna Avenue, Curwensville, Clearfield County, Pennsylvania 16833, identified by Clearfield County Tax Map No. 6-2-H10-295-00012 and is more particularly described as follows:

ALL that certain piece or parcel of land situate in the Second Ward, Curwensville Borough, Clearfield County and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post on Susquehanna Avenue at the corner of a lot now or formerly of Elizabeth J. Bloom, which is 90 feet North of the corner of Susquehanna Avenue and Hill Street; thence in a Westerly direction, 100 feet to the line of lot now or formerly of Mrs. S. S. Young; thence along the line of lot now or formerly of Mrs. S. S. Young in a Northerly direction, 45 feet to a post at corner of other land now or formerly of H. O. Bressler; thence in an Easterly direction 100 feet to a post on Susquehanna Avenue; thence in a Southerly direction 45 feet to the place of beginning.

THE SECOND THEREOF: BEGINNING at a point on Susquehanna Avenue on the division line of the property now or formerly of Jesse Curt Caldwell and Hazel E. Caldwell, his wife, and Harry C. Brown and Winifred E. Brown, his wife, 135 feet North of the corner of Susquehanna Avenue and Hill Street, which point is also 45 feet North of the lot now or formerly of Elizabeth J. Bloom; thence in a Northerly direction along Susquehanna Avenue 2 feet to a post; thence West 100 feet to a post on the line of lot now or formerly of Mrs. S. S. Young; thence South 2 feet to the property line now or formerly of Harry C. Brown and Winifred E. Brown, his wife, thence East 100 feet along the said Brown line to the place of BEGINNIGN. BEING a parcel of land 2 feet on Susquehanna Avenue and 100 feet in depth along the Southerly side of the premises now or formerly of Jesse Curt Caldwell and Hazel E. Caldwell, his wife.

BEING the same premise conveyed unto the Grantor by Deed dated March 31, 2003 and recorded at Clearfield County Instrument No. 200305046.

3. Amounts due:

| | | |
|----|---|-------------|
| a) | Balance | \$23,773.45 |
| b) | Late Charge | \$ |
| c) | Interest accruing to 07/01/05 | \$ 1,116.15 |
| d) | Interest accruing after 07/01/05 at \$5.2106 per day (to be added) | \$ _____ |
| e) | Costs of Suit (to be added) | \$ _____ |
| f) | Attorney's fees | \$ _____ |
| g) | Unpaid School taxes | \$ 486.12 |
| h) | Unpaid County/Twp taxes | \$ 696.83 |
| i) | Satisfaction fees | \$ 30.50 |
| j) | Water/Sewer | \$ 503.92 |

PRELIMINARY TOTAL \$26,606.97

Date: Prothonotary's costs \$ 132.00

FINAL TOTAL \$

Dated: 1/8/06



Peter F. Smith, Esquire
Attorney for Plaintiff
30 South Second Street
P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

Ø
COPY

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

KEITH A. MAINES,
Plaintiff

vs.

DONALD J. STRAW and
BRANDY STRAW,
Defendants

:
:
:
:
:
:
:
:
:

No. 2005-911-CD

**WRIT OF EXECUTION
NOTICE**

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may also 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; and, (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 to prove your exemptions, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE 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
Corner of Second and Market Streets
Clearfield, PA 16830
(814) 765-2641

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

KEITH A. MAINES,
Plaintiff

vs.

DONALD J. STRAW and
BRANDY STRAW,
Defendants

No. 2005-911-CD

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's commission against the Defendants above:

1. You are directed to levy upon the real estate owned by the Defendants as follows and sell their interest therein:

The parcel of real estate subject to this action consists of a house and 2 lots, known as 521 Susquehanna Avenue, Curwensville, Clearfield County, Pennsylvania 16833, identified by Clearfield County Tax Map No. 6-2-H10-295-00012 and is more particularly described as follows:

ALL that certain piece or parcel of land situate in the Second Ward, Curwensville Borough, Clearfield County and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post on Susquehanna Avenue at the corner of a lot now or formerly of Elizabeth J. Bloom, which is 90 feet North of the corner of Susquehanna Avenue and Hill Street; thence in a Westerly direction, 100 feet to the line of lot now or formerly of Mrs. S. S. Young; thence along the line of lot now or formerly of Mrs. S. S. Young in a Northerly direction, 45 feet to a post at corner of other land now or formerly of H. O. Bressler; thence in an Easterly direction 100 feet to a post on Susquehanna Avenue; thence in a Southerly direction 45 feet to the place of beginning.

THE SECOND THEREOF: BEGINNING at a point on Susquehanna Avenue on the division line of the property now or formerly of Jesse Curt Caldwell and Hazel E. Caldwell, his wife, and Harry C. Brown and Winifred E. Brown, his wife, 135 feet North of the corner of Susquehanna Avenue and Hill Street, which point is also 45 feet North of the lot now or formerly of Elizabeth J. Bloom; thence in a Northerly direction along Susquehanna Avenue 2 feet to a post; thence West 100 feet to a post on the line of lot now or formerly of Mrs. S. S. Young; thence South 2 feet to the property line now or formerly of Harry C. Brown and Winifred E. Brown, his wife, thence East 100 feet along the said Brown line to the place of

BEGINNING. BEING a parcel of land 2 feet on Susquehanna Avenue and 100 feet in depth along the Southerly side of the premises now or formerly of Jesse Curt Caldwell and Hazel E. Caldwell, his wife.

BEING the same premise conveyed unto the Grantor by Deed dated March 31, 2003 and recorded at Clearfield County Instrument No. 200305046.

3. Amounts due:

| | | |
|----|---|-------------|
| a) | Balance | \$23,773.45 |
| b) | Late Charge | \$ |
| c) | Interest accruing to 07/01/05 | \$ 1,116.15 |
| d) | Interest accruing after 07/01/05 at \$5.2106 per day (to be added) | \$ |
| e) | Costs of Suit (to be added) | \$ |
| f) | Attorney's fees | \$ |
| g) | Unpaid School taxes | \$ 486.12 |
| h) | Unpaid County/Twp taxes | \$ 696.83 |
| i) | Satisfaction fees | \$ 30.50 |
| j) | Water/Sewer | \$ 503.92 |

PRELIMINARY TOTAL \$26,606.97

Date: Prothonotary's costs \$

FINAL TOTAL \$ 132.00

Prothonotary

By:  2/15/06

Deputy

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

KEITH A. MAINES,
Plaintiff

vs.

DONALD J. STRAW and
BRANDY STRAW,
Defendants

:
:
:
:
:
:
:
:

No. 2005-911-CD

CLAIM FOR EXEMPTION

To the Sheriff:

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

(1) From my personal property in my possession which had been levied upon,

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

____ (i) Set aside in kind (specify property to be set aside in kind):

____ (ii) paid in cash following the sale of the property levied upon; or

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

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

(a) my \$300.00 statutory exemption: ____ in cash ____ in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$_____.

(c) Other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption. Notice of hearing should be given to me at:

Address

Phone Number

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

Date: _____

Defendant

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

Clearfield County Sheriff
Clearfield County Courthouse
Corner of Second and Market Streets
Clearfield, PA 16830

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

P

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

KEITH A. MAINES,
Plaintiff

vs.

DONALD J. STRAW and
BRANDY STRAW,
Defendants

No. 2005-911-CD

AFFIDAVIT PURSUANT TO RULE 3129

FILED *no cc*
0110:5730
FEB 15 2006 ©
William A. Shaw
Prothonotary/Clerk of Courts

1. Name and address of Plaintiff in the judgment:

Keith A. Maines
105 Fulton Street
Clearfield, PA 16830

2. Name and addresses of Defendants in the judgment:

Donald J. Straw
16431 #103 Nelson Park Dr.
Clermont, FL 34714

Donald J. Straw
1289 Watts Road
Curwensville, PA 16833

Brandy Straw
16431 #103 Nelson Park Dr.
Clermont, PA 34714

Brandy Straw
1449 Watts Road
Curwensville, PA 16833

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

Keith A. Maines
105 1/5 Fulton St.
Clearfield, PA 16830
2004-911-CD
Entered-
\$26,606.97

Commonwealth of PA
C/o District Attorney
Clfd. County Courthouse
230 E. Market St.
Clearfield, PA 16830
1998-0000523-CR
Entered - 05/09/98
\$584.00

Commonwealth of Pa
C/o District Attorney
Clfd. Co. Courthouse
230 E. Market St.
Clearfield, PA 16830
2003-0001100-CR
Entered- 10/31/03
\$582.50

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

Keith A. Maines
105 Fulton St.
Clearfield, PA 16830
March 31, 2003
Inst. No. - 200305046
\$28,000.00

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

Clfd Co Tax Claim Bureau
Clfd Co Annex Building
230 E. Market Street
Clearfield, PA 16830

Clfd Co Domestic Relations Office
Clfd Co Annex Building
230 E. Market Street
Clearfield, PA 16830

Commonwealth of Pa
C/o District Attorney
230 E. Market St.
Clearfield, PA 16830

6. 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:

David Pry
Cheryl Pry
521 Susquehanna Avenue
Curwensville, PA 16833

I verify that the statements made in this Affidavit 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 §4904 relating to unsworn falsifications to authorities.

Dated:

1/8/06



Peter F. Smith, Attorney for Plaintiff
30 South Second Street, P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

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

KEITH A. MAINES,
Plaintiff

vs.

DONALD J. STRAW and
BRANDY STRAW,
Defendants

No. 2005-911-CD

FILED NO CC
01/10/28/06
FEB 24 2006

William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I, Peter F. Smith, Counsel for the Plaintiff in the above-captioned matter, being duly sworn according to law, depose and say that I sent by First Class Mail, Postage Prepaid, a true and correct copy of the NOTICE PURSUANT TO P.A.R.C.P. 3129 and SHERIFF'S SALE OF VALUABLE REAL ESTATE on the following parties at the following addresses on February 22, 2006:

The U.S. Postal Forms 3811 and 3817 certifying this mailing is attached hereto and incorporated herein:

Donald J. Straw
1449 Watts Road
Curwensville, PA 16833

Brandy Straw
1449 Watts Road
Curwensville, PA 16833

Keith A. Maines
105 Fulton St.
Clearfield, PA 16830

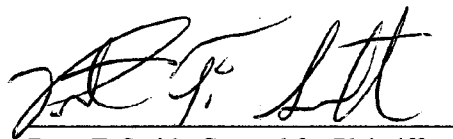
David Pry
Cheryl Pry
521 Susquehanna Ave.
Curwensville, PA 16833

Clfd Co Tax Claim Bureau
Clfd Co Annex Building
230 E. Market Street
Clearfield, PA 16830


Clfd Co DRO
Clfd Co Annex Building
230 E. Market Street
Clearfield, PA 16830

Commonwealth of Pa
C/o District Attorney
230 E. Market St.
Clearfield, PA 16830

Date: 2/23/06


Peter F. Smith, Counsel for Plaintiff
30 South Second Street, P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

SWORN AND SUBSCRIBED
before me this 23rd day
of February, 2006.


Notary Public

NOTARIAL SEAL
HOLLY A. BRESSLER, Notary Public
Clearfield Boro, Clearfield Co., PA
My Commission Expires Sept. 12, 2008

Clearfield County, Pennsylvania

Keith Maines

vs.

No. 05-911-CD

Donald J. Straw et al

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

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

OFFICIAL USE

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

Sent To
Donald J. Straw
Street, Apt. No.,
or PO Box No. **1449 Watts Road**
City, State, ZIP+4[®]
Curwensville, PA 16833

PS Form 3800, June 2002

See Reverse for

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

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

Received From:

Peter F. Smith, Attorney

P.O. Box 130

Clearfield, PA 16830

One piece of ordinary mail addressed to:

Donald J. Straw

1449 Watts Road

Curwensville, PA 16833

PS Form 3817, January 2001

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

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

OFFICIAL USE

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

Sent To
Brandy Straw
Street, Apt. No.,
or PO Box No. **1449 Watts Road**
City, State, ZIP+4[®]
Curwensville, PA 16833

PS Form 3800, June 2002

See Reverse for

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PROVIDE FOR INSURANCE-POSTMASTER

Received From:

Peter F. Smith, Attorney

P.O. Box 130

Clearfield, PA 16830

One piece of ordinary mail addressed to:

Brandy Straw

1449 Watts Road

Curwensville, PA 16833

PS Form 3817, January 2001

Clearfield County, Pennsylvania

Keith Maines

vs.

No. 05-911-CD

Donald J. Straw et al.

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

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

Received From:

Peter F. Smith, Attorney

P.O. Box 130

Clearfield, PA 16830

One piece of ordinary mail addressed to:

Keith A. Maines

105 Fulton Street

Clearfield, PA 16830

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:

Peter F. Smith, Attorney

P.O. Box 130

Clearfield, PA 16830

One piece of ordinary mail addressed to:

Clearfield Co. Tax Claim

Clearfield Co. Annex Building

230 E. Market Street

Clearfield, PA 16830

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:

Peter F. Smith, Attorney

P.O. Box 130

Clearfield, PA 16830

One piece of ordinary mail addressed to:

David Pry

Cheryl Pry

521 Susquehanna Avenue

Curwensville, PA 16833

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:

Peter F. Smith, Attorney

P.O. Box 130

Clearfield, PA 16830

One piece of ordinary mail addressed to:

Commonwealth of PA

C/o District Attorney Bill A. Shaw, Jr

230 E. Market Street

Clearfield, PA 16830

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:

Peter F. Smith, Attorney

P.O. Box 130

Clearfield, PA 16830

One piece of ordinary mail addressed to:

Clearfield County Domestic Relations

Clearfield County Annex Building

230 E. Market Street

Clearfield, PA 16830

PS Form 3817, January 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20283
NO: 05-911-CD

PLAINTIFF: KEITH A. MAINES
vs.
DEFENDANT: DONALD J. STRAW AND BRANDY STRAW

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 02/15/2006

LEVY TAKEN 02/17/2006 @ 9:30 AM

POSTED 02/17/2006 @ 9:30 AM

SALE HELD 05/05/2006

SOLD TO KEITH A. MAINES

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 06/06/2006

DATE DEED FILED 06/06/2006

PROPERTY ADDRESS 521 SUSQUEHANNA AVENUE CURWENSVILLE , PA 16833

FILED
01:51 PM
JUN 06 2006
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

02/17/2006 @ 1:50 PM SERVED DONALD J. STRAW

SERVED DONALD J. STRAW, DEFENDANT, AT HIS RESIDENCE 1449 WATTS ROAD, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DONALD J. STRAW

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

@ SERVED DONALD J. STRAW

02/17/2006 @ 1:50 PM SERVED BRANDY STRAW

SERVED BRANDY STRAW, DEFENDANT, AT HER RESIDENCE 1449 WATTS ROAD, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BRANDY STRAW

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

@ SERVED BRANDY STRAW

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20283
NO: 05-911-CD

PLAINTIFF: KEITH A. MAINES

vs.

DEFENDANT: DONALD J. STRAW AND BRANDY STRAW

Execution REAL ESTATE

SHERIFF RETURN

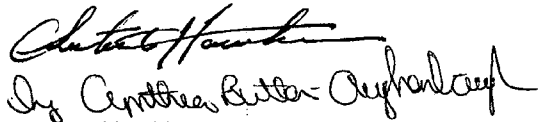
SHERIFF HAWKINS \$211.36

SURCHARGE \$40.00 PAID BY PLAINTIFF

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

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

KEITH A. MAINES,
Plaintiff

vs.

DONALD J. STRAW and
BRANDY STRAW,
Defendants

No. 2005-911-CD

**WRIT OF EXECUTION
NOTICE**

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may also 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; and, (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 to prove your exemptions, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE 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
Corner of Second and Market Streets
Clearfield, PA 16830
(814) 765-2641

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

KEITH A. MAINES,
Plaintiff

vs.

DONALD J. STRAW and
BRANDY STRAW,
Defendants

No. 2005-911-CD

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's commission against the Defendants above:

1. You are directed to levy upon the real estate owned by the Defendants as follows and sell their interest therein:

The parcel of real estate subject to this action consists of a house and 2 lots, known as 521 Susquehanna Avenue, Curwensville, Clearfield County, Pennsylvania 16833, identified by Clearfield County Tax Map No. 6-2-H10-295-00012 and is more particularly described as follows:

ALL that certain piece or parcel of land situate in the Second Ward, Curwensville Borough, Clearfield County and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post on Susquehanna Avenue at the corner of a lot now or formerly of Elizabeth J. Bloom, which is 90 feet North of the corner of Susquehanna Avenue and Hill Street; thence in a Westerly direction, 100 feet to the line of lot now or formerly of Mrs. S. S. Young; thence along the line of lot now or formerly of Mrs. S. S. Young in a Northerly direction, 45 feet to a post at corner of other land now or formerly of H. O. Bressler; thence in an Easterly direction 100 feet to a post on Susquehanna Avenue; thence in a Southerly direction 45 feet to the place of beginning.

THE SECOND THEREOF: BEGINNING at a point on Susquehanna Avenue on the division line of the property now or formerly of Jesse Curt Caldwell and Hazel E. Caldwell, his wife, and Harry C. Brown and Winifred E. Brown, his wife, 135 feet North of the corner of Susquehanna Avenue and Hill Street, which point is also 45 feet North of the lot now or formerly of Elizabeth J. Bloom; thence in a Northerly direction along Susquehanna Avenue 2 feet to a post; thence West 100 feet to a post on the line of lot now or formerly of Mrs. S. S. Young; thence South 2 feet to the property line now or formerly of Harry C. Brown and Winifred E. Brown, his wife, thence East 100 feet along the said Brown line to the place of

BEGINNING. BEING a parcel of land 2 feet on Susquehanna Avenue and 100 feet in depth along the Southerly side of the premises now or formerly of Jesse Curt Caldwell and Hazel E. Caldwell, his wife.

BEING the same premise conveyed unto the Grantor by Deed dated March 31, 2003 and recorded at Clearfield County Instrument No. 200305046.

3. Amounts due:

| | | |
|----|---|-------------|
| a) | Balance | \$23,773.45 |
| b) | Late Charge | \$ |
| c) | Interest accruing to 07/01/05 | \$ 1,116.15 |
| d) | Interest accruing after 07/01/05 at \$5.2106 per day (to be added) | \$ |
| e) | Costs of Suit (to be added) | \$ |
| f) | Attorney's fees | \$ |
| g) | Unpaid School taxes | \$ 486.12 |
| h) | Unpaid County/Twp taxes | \$ 696.83 |
| i) | Satisfaction fees | \$ 30.50 |
| j) | Water/Sewer | \$ 503.92 |

PRELIMINARY TOTAL \$26,606.97

Date: Prothonotary's costs \$

FINAL TOTAL \$ 1,320.00

Prothonotary

By: William L. Hargis 2/15/06
Deputy

Received February 15, 2006 @ 1:45 PM.
Carter A. Hargis
by Cynthia Butler-Arphenke

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

KEITH A. MAINES,
Plaintiff

vs.

DONALD J. STRAW and
BRANDY STRAW,
Defendants

No. 2005-911-CD

CLAIM FOR EXEMPTION

To the Sheriff:

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

(1) From my personal property in my possession which had been levied upon,

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

____ (i) Set aside in kind (specify property to be set aside in kind):

____ (ii) paid in cash following the sale of the property levied upon; or

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

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

(a) my \$300.00 statutory exemption: ____ in cash ____ in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$ _____.

(c) Other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption. Notice of hearing should be given to me at:

Address

Phone Number

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

Date: _____

Defendant

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

Clearfield County Sheriff
Clearfield County Courthouse
Corner of Second and Market Streets
Clearfield, PA 16830

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME DONALD J. STRAW

NO. 05-911-CD

NOW, June 06, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on May 05, 2006, I exposed the within described real estate of Donald J. Straw And Brandy Straw to public venue or outcry at which time and place I sold the same to KEITH A. MAINES he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

| | |
|----------------------------|-----------------|
| RDR | 15.00 |
| SERVICE | 15.00 |
| MILEAGE | 5.34 |
| LEVY | 15.00 |
| MILEAGE | 5.34 |
| POSTING | 15.00 |
| CSDS | 10.00 |
| COMMISSION | 0.00 |
| POSTAGE | 4.68 |
| HANDBILLS | 15.00 |
| DISTRIBUTION | 25.00 |
| ADVERTISING | 15.00 |
| ADD'L SERVICE | 15.00 |
| DEED | 30.00 |
| ADD'L POSTING | |
| ADD'L MILEAGE | |
| ADD'L LEVY | |
| BID AMOUNT | 1.00 |
| RETURNS/DEPUTIZE | |
| COPIES | 15.00 |
| | 5.00 |
| BILLING/PHONE/FAX | 5.00 |
| CONTINUED SALES | |
| MISCELLANEOUS | |
| TOTAL SHERIFF COSTS | \$211.36 |

DEED COSTS:

| | |
|-------------------------|-----------------|
| ACKNOWLEDGEMENT | 5.00 |
| REGISTER & RECORDER | 28.50 |
| TRANSFER TAX 2% | 579.69 |
| TOTAL DEED COSTS | \$608.19 |

PLAINTIFF COSTS, DEBT AND INTEREST:

| | |
|--------------------------------|--------------------|
| DEBT-AMOUNT DUE | 23,773.45 |
| INTEREST @ 5.2100 % | 1,604.68 |
| FROM 07/01/2005 TO 05/05/2006 | |
| PROTH SATISFACTION | |
| LATE CHARGES AND FEES | |
| COST OF SUIT-TO BE ADDED | 1,686.87 |
| FORECLOSURE FEES | |
| ATTORNEY COMMISSION | |
| REFUND OF ADVANCE | |
| REFUND OF SURCHARGE | 40.00 |
| SATISFACTION FEE | 30.50 |
| ESCROW DEFICIENCY | |
| PROPERTY INSPECTIONS | |
| INTEREST | 1,116.15 |
| MISCELLANEOUS | |
| TOTAL DEBT AND INTEREST | \$28,251.65 |

COSTS:

| | |
|---------------------|-------------------|
| ADVERTISING | 474.10 |
| TAXES - COLLECTOR | 288.15 |
| TAXES - TAX CLAIM | 1,501.90 |
| DUE | |
| LIEN SEARCH | 100.00 |
| ACKNOWLEDGEMENT | 5.00 |
| DEED COSTS | 608.19 |
| SHERIFF COSTS | 211.36 |
| LEGAL JOURNAL COSTS | 216.00 |
| PROTHONOTARY | 132.00 |
| MORTGAGE SEARCH | 40.00 |
| MUNICIPAL LIEN | |
| TOTAL COSTS | \$3,576.70 |

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