

05-1080-CD

US Bank Nat vs Donald Daisher et al  
2005-1080-CD

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

**US BANK NATIONAL  
ASSOCIATION, f/k/a FIRST BANK  
NATIONAL ASSOCIATION TRUST,  
ACTING SOLELY IN ITS  
CAPACITY AS TRUSTEE FOR  
EQCC HOME EQUITY LOAN  
TRUST1999-1,**

**Plaintiff,**

VS.

DONALD S. DAISHER and  
MELINDA L. DAISHER,

## Defendants.

) NO. 05-1080-C.D.  
)  
) Type of Case: CIVIL ACTION  
)  
) Type of Pleading: COMPLAINT FOR  
) REFORMATION OF MORTGAGE  
)  
) Filed on Behalf of:  
) Plaintiff/Respondent  
)  
) Counsel of Record:  
) BENJAMIN S. BLAKLEY, III, ESQ.  
) Supreme Court no. 26331  
)  
) BLAKLEY & JONES  
) 90 Beaver Drive, Box 6  
) Du Bois, Pa 15801  
) (814) 371-2730

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Sept. 13, 2003 Document William A. Shaw  
Reinstated/Resisted to Sheriff/Attorney Prothonotary/Clerk of Courts  
for service

Deputy Prothonotary

— Nov. 23, 2005 Document  
reinstated/Reissued to Sheriff/Attorney  
or service. 0 1

Deputy Prothonotary

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

US BANK NATIONAL	)	NO.	C.D.
ASSOCIATION, f/k/a FIRST BANK	)		
NATIONAL ASSOCIATION TRUST,	)		
ACTING SOLELY IN ITS	)		
CAPACITY AS TRUSTEE FOR	)		
EQCC HOME EQUITY LOAN	)		
TRUST1999-1, 338 South Warminster	)		
Road, Hatboro, PA 19040	)		
	)		
Plaintiff,	)		
	)		

vs.

**DONALD S. DAISHER and  
MELINDA L. DAISHER,**

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 is 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 an order may be entered against you by the Court without further notice for any money claimed in the Complaint requested by 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.**

David S. Meholick,  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641

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

US BANK NATIONAL	)	NO.	C.D.
ASSOCIATION, f/k/a FIRST BANK	)		
NATIONAL ASSOCIATION TRUST,	)		
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TRUST1999-1, 338 South Warminster	)		
Road, Hatboro, PA 19040	)		
	)		
Plaintiff,	)		
	)		

vs.

**DONALD S. DAISHER and  
MELINDA L. DAISHER,**

Defendants.

**COMPLAINT FOR REFORMATION OF MORTGAGE**

AND NOW, comes Plaintiff, **US BANK NATIONAL ASSOCIATION, f/k/a FIRST  
BANK NATIONAL ASSOCIATION TRUST, ACTING SOLELY IN ITS CAPACITY AS  
TRUSTEE FOR EQCC HOME EQUITY LOAN TRUST1999-1**, by and through its  
attorneys, **BLAKLEY & JONES**, and states a cause of action against Defendants as follows:

1. Plaintiff is **US BANK NATIONAL ASSOCIATION, f/k/a FIRST  
BANK NATIONAL ASSOCIATION TRUST, ACTING SOLELY IN ITS CAPACITY AS  
TRUSTEE FOR EQCC HOME EQUITY LOAN TRUST1999-1**, a corporation, with its  
principal place of business at 3815 Southwest Temple, Salt Lake City, Utah, 84115.

2. Plaintiff is successor-in-interest to Equicredit Corporation of America and Equicredit Corporation of Pennsylvania.

3. Defendants, **DONALD S. DAISHER** and **MELINDA L. DAISHER**, are husband and wife, residing at P O Box 490, Curwensville, Clearfield County, Pennsylvania, 16833.

### **COUNT I**

4. Plaintiff hereby incorporates by reference the averments contained in paragraphs 1 through 3 above as if each averment were set forth fully hereunder.

5. Defendant **DONALD S. DAISHER** applied to Equicredit Corporation of Pennsylvania for a residential mortgage loan in the amount of \$39,150.00 for the purpose of remodeling his residence located at RR1, Box 434 (602 Braken Road), Mahaffey, Clearfield County, Pennsylvania.

6. The mortgage loan application was approved by Equicredit Corporation of Pennsylvania in December of 1998, and settlement took place on December 1, 1998.

7. The mortgage loan was to be secured by the real property of **DONALD S. DAISHER** and **MELINDA L. DAISHER** located in the Borough of Mahaffey, Clearfield County, Pennsylvania, which became vested in the Defendants by Deed of Irene F. Kurtz dated October 11, 1995, and recorded in Clearfield County Deed and Record Book 1714 at Page 223, a copy of which is attached hereto as Exhibit "A."

8. The Owner's Affidavit dated December 1, 1998, and attached hereto as Exhibit "B," was executed by Defendant **DONALD S. DAISHER** and did erroneously state that

the Defendant had perfect right to convey good, fee simple, merchantable title to the said property.

9. Prior to the preparation of the written Mortgage, Plaintiff and Defendants orally negotiated the terms of the mortgage contract. An error occurred in reducing to writing the agreed upon conditions, so that the written agreement did not include Defendant **MELINDA L. DAISHER** as an obligor on the mortgage obligation.

10. The Mortgage in the amount of \$39,150.00, a copy of which is attached hereto as Exhibit "C", was executed by the Defendant **DONALD S. DAISHER** only on December 1, 1998.

11. Because of the mutual mistake of the parties, the Mortgage so executed and delivered by the Plaintiff to the Defendant failed to contain the name or signature of Defendant **MELINDA L. DAISHER**.

12. This mistake was not known by either the Plaintiff or the Defendants at the time the Mortgage was executed and delivered, and it was not discovered by the Plaintiff until after December 1, 1998, when Defendants stopped payment on their Mortgage.

13. The aforesaid Mortgage was subsequently assigned to Equicredit Corporation of America by Assignment dated December 23, 2002, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, at Instrument No. 200220552.

14. Plaintiff **US BANK NATIONAL ASSOCIATION**, is now a successor-in-interest to the aforementioned entities.

15. The Defendants have failed to make any payments on the Mortgage since June 10, 2001, in spite of several delinquency notices sent by the Plaintiff and its predecessors-in-interest.

16. Although the Defendants are in substantial arrearages on the Mortgage, the Plaintiff cannot foreclose because of the discrepancy between the Deed and the Mortgage.

WHEREFORE, Plaintiff demands the following relief against the Defendants:

- a. The Mortgage executed by the Plaintiff and delivered to the Defendants on December 1, 1998, be reformed to include therein the name of the Defendant **MELINDA L. DAISHER**, and that this Court direct her to join in the Mortgage by affixing her signature to these documents;
- b. Immediately upon reformation of the Mortgage, Plaintiff be permitted to foreclose on the property in the Borough of Mahaffey, Clearfield County, Pennsylvania;
- c. Such other and further relief as this Honorable Court may deem just and proper, together with the costs and disbursements of this action.

## **COUNT II**

17. Plaintiff hereby incorporates by reference the averments contained in paragraphs 1 through 16 above as if each averment were set forth fully hereunder.

18. Although the Mortgage, as executed, contain only the name and signature of Defendant **DONALD S. DAISHER**, at all times pertinent hereto Defendant **DONALD S. DAISHER** was acting as an agent for Defendant **MELINDA L. DAISHER** in execution of the Mortgage for them as co-borrowers.

19. Both Defendant **DONALD S. DAISHER** and Defendant **MELINDA L. DAISHER** have benefitted from the proceeds of the Mortgage in that these proceeds facilitated the purchase of the property in which Defendant **DONALD S. DAISHER** and Defendant **MELINDA L. DAISHER** have lived together in the past and where Defendant **MELINDA L. DAISHER** presently resides.

20. Defendant **MELINDA L. DAISHER** continues to live in the property while refusing to make any mortgage payments and/or refusing to join in the Mortgage.

21. Since Defendant's **MELINDA L. DAISHER** name does not appear on the Mortgage, Plaintiff is prevented from foreclosing on the Mortgage, although Defendants have made no payments since June 10, 2001.

WHEREFORE, Plaintiff demands the following relief against the Defendants:

a. To prevent further unjust enrichment to the Defendants, the existing Mortgage be adjudged to be an equitable lien on the premises at RR1, Box 434 (602 Braken Road), Mahaffey, Clearfield County, Pennsylvania and the Plaintiff be permitted to immediately foreclose on its lien; and

b. Such other and further relief as this Honorable Court may deem just and proper, together with the costs and disbursements of this action.

### COUNT III

22. Plaintiff hereby incorporates by reference the averments contained in paragraphs 1 through 21 above as if each averment were set forth fully hereunder.

23. Prior to the execution of the above referenced Mortgage, no agreement had been made between Plaintiff and Defendants to omit Defendant's **MELINDA L. DAISHER** name from these documents.

24. By the mistake of Plaintiff and the fraud of Defendants in concealing from Plaintiff the knowledge that Defendant's **MELINDA L. DAISHER** name had been omitted from the above-mentioned documents and that she had failed to sign these documents, even though her name was included on the Deed, the Mortgage that were executed do not contain the actual agreement made by the parties.

25. The omission of Defendant's **MELINDA L. DAISHER** name from the Mortgage and her failure to sign these documents were a result of a mistake of Plaintiff and the fraud of Defendants in concealing this knowledge.

WHEREFORE, Plaintiff demands the following relief against the Defendants:

a. To prevent further unjust enrichment to Defendants, the Mortgage executed by Plaintiff and delivered to Defendants on December 1,

1998, be reformed to include therein the name of Defendant

**MELINDA L. DAISHER;**

b. Immediately on reformation of the Mortgage, Plaintiff be permitted to foreclose on the premises at RR1, Box 434 (602 Braken Road), Mahaffey, Clearfield County, Pennsylvania, or in the alternative that the Court:

(i.) Impose a constructive trust on the property and

order Defendants acting as trustees to transfer the property to Plaintiff, **US BANK NATIONAL**

**ASSOCIATION;**

(ii.) Order Defendants to make all payments due and

owing to Plaintiff as of the date of the Court's order and continue to pay the monthly mortgage

payments in accordance with the terms of the

Mortgage. Should Defendants fail to comply with

these terms, Plaintiff shall be permitted to

immediately foreclose on the premises at RR1, Box

434 (602 Braken Road), Mahaffey, Clearfield

County, Pennsylvania; and

c. Such other and further relief as this Honorable Court may deem just and proper, together with the costs and disbursements of this action.

#### COUNT IV

26. Plaintiff hereby incorporates by reference the averments contained in paragraphs 1 through 25 above as if each averment were set forth fully hereunder.

27. The executed Mortgage do not reflect the true intention of the parties.

28. Defendants have been unjustly enriched at the expense of Plaintiff since Plaintiff cannot foreclose on the Mortgage even though Defendants have not made any payments since June 10, 2001.

WHEREFORE, Plaintiff demands the following relief against the Defendants:

a. To prevent further unjust enrichment to Defendants, the Mortgage executed by Plaintiff and delivered to Defendants on December 1, 1998, be reformed to include therein the name of Defendant **MELINDA L. DAISHER** and that the Court direct her to join in the Mortgage by affixing her signature to these documents;

b. Immediately on reformation of the Mortgage Plaintiff be permitted to foreclose on the premises at RR1, Box 434 (602 Braken Road), Mahaffey, Clearfield County, Pennsylvania, or in the alternative that the Court:

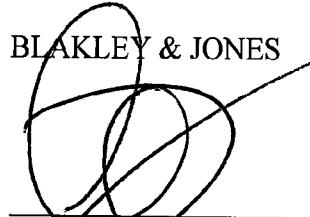
(i.) Impose a constructive trust on the property and order Defendants acting as trustees to transfer the property to Plaintiff, **US BANK NATIONAL ASSOCIATION**;

(ii.) Order Defendants to make all payments due and owing to Plaintiff as of the date of the court's order and continue to pay the monthly mortgage payments in accordance with the terms of the Mortgage. Should Defendants fail to comply with these terms, Plaintiff shall be permitted to foreclose on the premises at RR1, Box 434 (602 Braker Road), Mahaffey, Clearfield County, Pennsylvania, immediately; and

c. Such other and further relief as this Honorable Court may deem just and proper, together with the costs and disbursements of this action.

Respectfully submitted,

BLAKLEY & JONES

  
\_\_\_\_\_  
Benjamin S. Blakley, III  
Attorney for Plaintiff

**VERIFICATION**

I, Herb Brown, as Document Control Officer of **US BANK NATIONAL ASSOCIATION, f/k/a FIRST BANK NATIONAL ASSOCIATION TRUST,**

**ACTING SOLELY IN ITS CAPACITY AS TRUSTEE FOR EQCC HOME EQUITY**

**LOAN TRUST1999-1**, verify that the statements made in this Complaint for Reformation of Mortgage 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.

**US BANK NATIONAL ASSOCIATION, f/k/a  
FIRST BANK NATIONAL ASSOCIATION  
TRUST, ACTING SOLELY IN ITS  
CAPACITY AS TRUSTEE FOR EQCC  
HOME EQUITY LOAN TRUST1999-1**

Date: 6/21/2005

By: Herb Brown  
DOCUMENT CONTROL OFFICER

Select Portfolio Servicing, Inc.,  
F/K/A Fairbanks Capital Corp., as Attorney in Fact

County Parcel No. \_\_\_\_\_

## This Deed,

MADE the 11th day of Oct

In the year nineteen hundred and ninety-five,  
BETWEEN IRENE F. KURTZ, an <sup>unmarried</sup> individual of 2913 Tiffin Ave., Sandusky,  
OH 44870, hereinafter referred to as, GRANTOR

- AND -

DONALD S. DAISHER and MELINDA L. DAISHER, husband and wife, of RD1,  
Box 60, Mahaffey, PA 15757, hereinafter referred to as, GRANTEE

WITNESSETH, That in consideration of (\$25,500.00) - - - - -  
Twenty-five thousand, five hundred and 00/100 - - - - - Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant  
and convey to the said grantee a,

ALL that certain piece or parcel of land, with all improvements thereon,  
situate in the Borough of Mahaffey, Clearfield County, Pennsylvania,  
bound and described as follows:

FIRST PIECE: BEGINNING at a post on corner of Pine and Irvin  
Streets, east side, thence along said alley in an easterly direc-  
tion, 100 feet to a post on M.P. Church lot; thence south 5 degrees  
46 min. east, 85 ft. to Irvin St.; thence along Irvin St. about west  
100 ft. to a post and place of beginning. Containing 0.500 sq. feet.

SECOND PIECE: ALL those two (2) certain lots or pieces of ground  
situate in the Borough of Mahaffey, County of Clearfield and State  
of Pennsylvania, known as Lots Nos. 66 and 67 in the general plan  
of lots in a block of lots bounded on the South by Irvin  
Street, on the west by Pine Street, on the North by Hickory Street,  
and on the East by the Curwensville Road, as shown by the general  
plan of said lots as revised by Mahaffey Borough, Pittsburg &  
Eastern Railroad Company and the heirs of Robert Mahaffey, and  
being a part of purpart No. 37 of the Robert Mahaffey Estate as sub-  
divided by his heirs; said lots Nos. 66 and 67 being bounded on the  
east by lands of the Methodist Protestant Church; on the West by  
the Lot of Giorgianna Williams and Pine Street; on the South by  
Irvin Street, and on the North by other land of the Robert Mahaffey  
Estate.

# VNER'S AFFIDAVIT

38700124

STATE OF Pennsylvania

COUNTY OF Clearfield

Personally appeared before the undersigned authority, duly authorized by law to administer oaths, DONALD DAISHER, who, after being first duly sworn, deposes and says he/she is the owner of property known as RT 1 BOX 60 MAHAFEEY, PA 15757

which property is more fully described in a SECURITY DEED, DEED OF TRUST, or MORTGAGE this day executed by DONALD DAISHER, MARRIED

to EquiCredit Corporation of Pa.

Deponent further says:

That he/she is in undisputed and peaceful possession of said property, and that the undersigned has a perfect right to convey good, fee simple, merchantable title to the said property, and that said property is free and clear of encumbrances with the following exceptions:  
NONE

That there is no outstanding indebtedness for equipment, appliances or other fixtures attached to said property.

That the lines and corners of said property are clearly marked and there are no disputes concerning the location of said lines and corners.

That there are no pending suits, probate or divorce proceedings, judgments, bankruptcies, federal tax or other liens or executions against said owner, either in the aforesaid County or any other County in this State.

That no improvements or repairs have been made on the above described property during the 4 months immediately preceding this date which could be the basis of mechanics' or materialmen's liens, except:

N/A

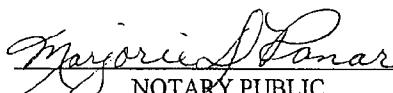
and there are no outstanding bills incurred for labor or material used in making improvements or repairs on said premises, or for services of architects, surveyors or engineers incurred in connection therewith.

The undersigned agrees that in event any claimant shall hereafter file a lien for labor performed or material furnished for improvements heretofore constructed, they will promptly procure a release thereof or otherwise discharge same as a lien.

This affidavit is made for the purpose of inducing the above named financial institution to make a loan to DONALD DAISHER with the above described property as security therefore.

Sworn to and subscribed before me this 1st day of December, 1998.

  
DONALD DAISHER

  
NOTARY PUBLIC

Record and return to:  
EquiCredit Corp./Secondary Marketing Dept.  
P.O. Box 44136/DOC. CONTROL DIV.  
Jacksonville, FL 32231

(Space Above This Line For Recording Data)

Loan Number: 38700124

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 1, 1998.  
The mortgagor is DONALD DAISHER, MARRIED  
("Borrower"). This Security Instrument is given to EquiCredit Corporation of Pa.  
which is organized and existing under the laws of Pennsylvania, and whose address is  
10401 Deerwood Park Blvd. Bldg. 1, 4th Floor Jacksonville, FL 32256 (Lender"). Borrower owes Lender  
the principal sum of THIRTY-NINE THOUSAND ONE HUNDRED FIFTY Dollars  
(U.S. \$ 39,150.00). This debt is evidenced by Borrower's note dated the same date as this Security  
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 10, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note,  
with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced  
under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and  
agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and  
convey to Lender the following described property located in CLEARFIELD County,  
Pennsylvania:

SEE EXHIBIT "A" HERETO ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF

which has the address of RT 1 BOX 60 MAHAFFEY, PA 15767,  
[Street, City, State, Zip Code] ("Property Address");

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

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

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

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

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

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

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

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

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

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

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property ("Property Taxes") which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. In the event Borrower fails to pay any due and payable Property Taxes, Lender may, in its sole discretion, pay such charges and add the amounts thereof to the principal amount of the loan secured by the Security Instrument on which interest shall accrue at the contract rate set forth in the Note.

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

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. In the event Borrower fails to maintain hazard insurance (including any required flood insurance) in an amount sufficient to satisfy all indebtedness, fees, and charges owed Lender (in addition to payment of all liens and charges which may have priority over Lender's interest in the property), Lender may, in its sole discretion, obtain such insurance naming Lender as the sole beneficiary (single interest coverage). Lender may add any premiums paid for such insurance to the principal amount of the loan secured by this Security Instrument on which interest shall accrue at the contract rate set forth in the Note. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

Record and return to:  
EquiCredit Corp./Secondary Marketing Dept.  
P.O. Box 44136/DOC CONTROL DIV.  
Jacksonville, FL 32231

(Space Above This Line For Recording Data)

Loan Number: 38700124

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 1, 1998.  
The mortgagor is DONALD DAISHER, MARRIED  
("Borrower"). This Security Instrument is given to EquiCredit Corporation of Pa.,  
which is organized and existing under the laws of Pennsylvania, and whose address is  
10401 Deerwood Park Blvd, Bldg. 1, 4th Floor, Jacksonville, FL 32256 (Lender"). Borrower owes Lender  
the principal sum of THIRTY-NINE THOUSAND ONE HUNDRED FIFTY Dollars  
(U.S. \$ 39,150.00). This debt is evidenced by Borrower's note dated the same date as this Security  
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 10, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note,  
with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced  
under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and  
agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and  
convey to Lender the following described property located in CLEARFIELD County,  
Pennsylvania:

SEE EXHIBIT "A" HERETO ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF

which has the address of RT 1 BOX 60 MAHAFFEY, PA 15757  
(Street, City, State, Zip Code) ("Property Address");

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

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

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

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

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

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

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

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (including without limitation a proceeding in bankruptcy, probate, condemnation or to enforce other laws and regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. In addition, Grantor (Mortgagor) covenants at all times to do all things necessary to defend the title to all of the said property, but the Beneficiary (Mortgagee) shall have the right at any time to intervene in any suit affecting such title and to employ independent counsel in connection with any suit to which it may be a party by intervention or otherwise, and upon demand Grantor (Mortgagor) agrees either (1) to pay the Beneficiary all reasonable expenses paid or incurred by it in respect to any such suit affecting title to any such property, or affecting the Beneficiary's (Mortgagee's) liens or rights hereunder, including, reasonable fees to the Beneficiary's (Mortgagee's) attorneys or (2) to permit the addition of such expenses, costs, and attorney's fees to the principal balance of the Note(s) secured by this Deed of Trust (Mortgage) on which interest shall accrue at the Note rate.

Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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

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

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

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

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

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

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

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

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

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

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

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 21 hereof.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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

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

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

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

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

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

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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

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

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

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

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Other(s) (specify)

Second Home Rider

SEE ATTACHED EXHIBIT "A"

**28. Conformity With Laws.** If any provision of this Mortgage (Deed of Trust) is found to be in violation of any law, rule or regulation which affects the validity and/or enforceability of the Note and/or Mortgage (Deed of Trust), that provision shall be deemed modified to comply with applicable law, rule, or regulation.

*S & J*

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

*Marjorie D. Panaro*  
Witness

*Donald Daisher* (SEAL)  
Borrower DONALD DAISHER

Witness

\_\_\_\_\_  
Borrower (SEAL)

Witness

\_\_\_\_\_  
Borrower (SEAL)

I hereby certify that the precise address of the Lender (Mortgagee) is 10401 Deerwood Park Blvd.  
Bldg. 1, 4th Floor Jacksonville, FL 32256. On behalf of the Lender.

By: *Marjorie D. Panaro*

Title: Notary Public

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:

On this, the 1st day of December, 1998, before me, Notary Public  
the undersigned officer, personally appeared Donald Daisher, MARRIED

known to me (or satisfactorily proven) to be the person(s) whose name is subscribed to the within  
instrument and acknowledged that he/she executed the same for the purposes herein contained.

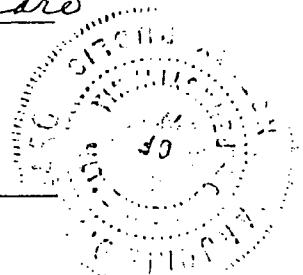
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

My Commission Expires:

NOTARIAL SEAL  
Marjorie D. Panaro, Notary Public  
Ebensburg Boro, Cambria County, PA  
My Commission Expires April 8, 2002

*Marjorie D. Panaro*  
Title of Officer



(Space Below This Line Reserved For Acknowledgment)

EquiCredit Corporation of Pa.  
10401 Deerwood Park Blvd.  
Bldg. 1, 4th Floor

Jacksonville, FL 32256

EXHIBIT "A"

ALL that certain piece or parcel of land, with all improvements thereon, situate in the Borough of Mahaffey, Clearfield County, Pennsylvania, bound and described as follows:

FIRST PIECE: BEGINNING at a post on corner of Pine and Irvin Streets, east side, thence along said alley in an easterly direction, 100 feet to a post on M.P. Church lot; thence south 5° 46 min. east, 85 feet. to Irvin St.; thence along Irvin St. about west 100 ft. to a post and place of beginning. Containing 8,500 sq. feet.

SECOND PIECE: All those two certain lots or pieces of ground situate in the Borough of Mahaffey, County of Clearfield and State of Pennsylvania, known as Lots Nos., 66 and 67 in the general plan Street, on the west by Pine Street, on the North by Hickory Street, and on the East by the Curwensville Road, as shown by the general plan of said lots as revised by Mahaffey Borough, Pittsburgh & Eastern Railroad Company and the heirs of Robert Mahaffey, and being a part of purpart No. 37 of the Robert Mahaffey Estate as subdivided by his heirs; said lots Nos. 66 and 67 being bounded on the east by lands of the Methodist Protestant Church; on the West by the Lot of Georgianna Williams and Pine Street; on the South by Irvin Street, and on the North by other land of the Robert Mahaffey Estate.

Parcel Number Being: 013-C11-303-30

AREN L. STARCK  
RECORDER  
CLEARFIELD COUNTY, PA  
Pennsylvania

INSTRUMENT NUMBER

**199800490**

RECORDED ON

**C 09, 1998**

**D 41:02 AM**

RECORDING FEES - \$19.00

RECORDED

RECORDING FEES - \$1.00

RECORDED

RECORDING FUND

RECORDED

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

US BANK NATIONAL ) NO. NO. 05-1080-C.D.  
ASSOCIATION, f/k/a FIRST BANK )  
NATIONAL ASSOCIATION TRUST, ) Type of Case: CIVIL  
ACTING SOLELY IN ITS CAPACITY )  
AS TRUSTEE FOR EQCC HOME ) Type of Pleading: PRAECIPE TO  
EQUITY LOAN TRUST1999-1, ) REINSTATE COMPLAINT  
)  
Plaintiff, ) Filed on Behalf Of:  
)  
vs. ) Counsel of Record for this Party:  
)  
DONALD S. DAISHER and MELINDA ) BENJAMIN S. BLAKLEY, III  
L. DAISHER, ) Supreme Court No.: 26331  
)  
Defendants. ) BLAKLEY & JONES  
) 90 Beaver Drive, Box 6  
) DuBois, PA 15801  
) (314) 371 - 2730

FILED

SEP 13 2005 *[Signature]*  
0 19:30/1  
William A. Shaw

Prothonotary/Clerk of Courts

2 cent to Army

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

US BANK NATIONAL ) NO. 05-1080-C.D.  
ASSOCIATION, f/k/a FIRST BANK )  
NATIONAL ASSOCIATION TRUST, )  
ACTING SOLELY IN ITS CAPACITY )  
AS TRUSTEE FOR EQCC HOME )  
EQUITY LOAN TRUST1999-1, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
DONALD S. DAISHER and MELINDA )  
L. DAISHER, )  
 )  
Defendants. )

PRAECIPE TO REINSTATE COMPLAINT

TO: WILLIAM A. SHAW, PROTHONOTARY

Please reinstate the Complaint in the above-captioned matter

Respectfully submitted,

BLAKLEY & JONES

Benjamin S. Blakley, III  
Attorney for Defendants,  
A. Clifford Campbell and Betty B. Campbell

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

Service # 1 of 2 Services

Sheriff Docket # **100675**

US BANK NATIONAL ASSOCIATION f/k/a FIRST BANK NATIONAL ASSOC.  
TRUST

Case # 05-1080-CD

VS.

DONALD S. DAISHER and MELINDA L. DAISHER

**SHERIFF RETURNS**

NOW September 29, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT FOR REFORMATION OF MORTGAGE "NOT FOUND" AS TO DONALD S. DAISHER, DEFENDANT. NO SUCH ADDRESS AS PO BOX 490, CURWENSVILLE, PA..

SERVED BY: /

011-77  
d214881  
SEP 29 2005  
LR

William A. Shaw  
Prothonotary Clerk of Courts

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

Service # 2 of 2 Services

Sheriff Docket # **100675**

US BANK NATIONAL ASSOCIATION f/k/a FIRST BANK NATIONAL ASSOC.  
TRUST

Case # 05-1080-CD

vs.

DONALD S. DAISHER and MELINDA L. DAISHER

**SHERIFF RETURNS**

NOW September 29, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT FOR REFORMATION OF MORTGAGE "NOT FOUND" AS TO MELINDA L. DAISHER, DEFENDANT. NO SUCH ADDRESS AS PO BOX 490, CURWENSVILLE, PA..

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100675  
NO: 05-1080-CD  
SERVICES 2  
COMPLAINT FOR REFORMATION OF MORTGAGE

PLAINTIFF: US BANK NATIONAL ASSOCIATION f/k/a FIRST BANK NATIONAL ASSOC. TRUST  
vs.

DEFENDANT: DONALD S. DAISHER and MELINDA L. DAISHER

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BLAKLEY	4370	20.00
SHERIFF HAWKINS	BLAKLEY	4370	19.37

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

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

**US BANK NATIONAL ASSOCIATION, f/k/a FIRST BANK NATIONAL ASSOCIATION TRUST, ACTING SOLELY IN ITS CAPACITY AS TRUSTEE FOR EQCC HOME EQUITY LOAN TRUST1999-1,** ) NO. NO. 05-1080-C.D.  
Plaintiff, )  
vs. ) Type of Case: CIVIL  
 )  
 ) Type of Pleading: PRAECIPE TO  
 ) REINSTATE COMPLAINT  
 )  
 ) Filed on Behalf Of: PLAINTIFF  
 )  
 ) Counsel of Record for this Party:  
 )  
**DONALD S. DAISHER and MELINDA L. DAISHER,** ) BENJAMIN S. BLAKLEY, III  
 ) Supreme Court No.: 26331  
 )  
Defendants. ) BLAKLEY & JONES  
 ) 90 Beaver Drive, Box 6  
 ) DuBois, PA 15801  
 ) (814) 371 - 2730

FILED

NOV 23 2005  
0/3/00  
William A. Shaw  
Prothonotary/Clerk of Courts

~~✓~~ CMA

ONE REINSTATEMENT CONC

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

US BANK NATIONAL ) NO. 05-1080-C.D.  
ASSOCIATION, f/k/a FIRST BANK )  
NATIONAL ASSOCIATION TRUST, )  
ACTING SOLELY IN ITS CAPACITY )  
AS TRUSTEE FOR EQCC HOME )  
EQUITY LOAN TRUST1999-1, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
DONALD S. DAISHER and MELINDA )  
L. DAISHER, )  
 )  
Defendants. )

**PRAECIPE TO REINSTATE COMPLAINT**

**TO: WILLIAM A. SHAW, PROTHONOTARY**

Please reinstate the Complaint in the above-captioned matter

Respectfully submitted,

BLAKLEY & JONES

Benjamin S. Blakley, III  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100810  
NO: 05-1080-CD  
SERVICE # 1 OF 2  
COMPLAINT FOR REFORMATION OF

MORTGAGE

PLAINTIFF: US BANK NATIONAL ASSOCIATION, f/k/a FIRST BANK NATIONAL ASSOCIATION TRUST  
vs.

DEFENDANT: DONALD S. DAISHER and MELINDA L. DAISHER

**SHERIFF RETURN**

---

NOW, September 30, 2005 AT 9:45 AM SERVED THE WITHIN COMPLAINT FOR REFORMATION OF MORTGAGE ON DONALD S. DAISHER DEFENDANT AT RR#1 BOX 434, 602 BRACKEN ROAD, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO VICKIE BORDAS, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT FOR REFORMATION OF MORTGAGE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED  
010.504  
FEB 13 2006  
JN

William A. Shaw  
Prothonotary/Clerk of Courts

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

Service # 2 of 2 Services

Sheriff Docket # **100810**

**US BANK NATIONAL ASSOCIATION, f/k/a FIRST BANK NATIONAL  
ASSOCIATION TRUST**

Case # **05-1080-CD**

vs.

**DONALD S. DAISHER and MELINDA L. DAISHER**

**TYPE OF SERVICE COMPLAINT FOR REFORMATION OF MORTGAGE**

**SHERIFF RETURNS**

NOW January 27, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT FOR REFORMATION OF MORTGAGE "NOT FOUND" AS TO MELINDA L. DAISHER, DEFENDANT. RESIDES IN CLARION AREA.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100810  
NO: 05-1080-CD  
SERVICES 2  
COMPLAINT FOR REFORMATION OF MORTGAGE

PLAINTIFF: US BANK NATIONAL ASSOCIATION, f/k/a FIRST BANK NATIONAL ASSOCIATION TRUST  
vs.

DEFENDANT: DONALD S. DAISHER and MELINDA L. DAISHER

**SHERIFF RETURN**

---

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	<i>Blackley</i>	9073	20.00
SHERIFF HAWKINS	<i>Blackley</i>	9073	35.71

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2006

*Chester A. Hawkins*  
*by Marilyn Harry*  
Chester A. Hawkins  
Sheriff

7  
**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 101034  
NO: 05-1080-CD  
SERVICE # 1 OF 1  
COMPLAINT FOR REFORMATION OF MORTGAGE

PLAINTIFF: US BANK NATIONAL ASSOCIATION f/k/a FIRST BANK NATIONAL ASSOC. TRUST  
VS.  
DEFENDANT: DONALD S. DAISHER and MELINDA L. DAISHER

**SHERIFF RETURN**

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NOW, November 30, 2005, SHERIFF OF MERCER COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT FOR REFORMATION OF MORTGAGE ON MELINDA L. DAISHER.

NOW, December 16, 2005 AT 12:22 PM SERVED THE WITHIN COMPLAINT FOR REFORMATION OF MORTGAGE ON MELINDA L. DAISHER, DEFENDANT. THE RETURN OF MERCER COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED  
013-2384  
MAR 01 2006  
LM

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101034  
NO: 05-1080-CD  
SERVICES 1  
COMPLAINT FOR REFORMATION OF MORTGAGE

PLAINTIFF: US BANK NATIONAL ASSOCIATION f/k/a FIRST BANK NATIONAL ASSOC. TRUST  
vs.

DEFENDANT: DONALD S. DAISHER and MELINDA L. DAISHER

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BLAKLEY	9019	10.00
SHERIFF HAWKINS	BLAKLEY	9019	21.00
MERCER CO.	BLAKLEY	9020	34.00

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2006

  
Chester A. Hawkins  
Sheriff

SHERIFF'S RETURN - REGULAR

CASE NO: 2005-22006 T

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF Mercer

US BANK NATIONAL ASSOC FKA FIR

VS

DAISHER MELINDA L

William H. Romine, Jr. Sheriff of Mercer County, Pennsylvania, who being duly sworn according to law, says, the within COMPLAINT was served upon DAISHER MELINDA L the DEFENDANT, at 1222:00 Hour, on the 16th day of December, 2005 at MERCER COUNTY SHERIFF'S OFFICE 205 SOUTH ERIE STREET MERCER, PA 16137 by handing to HER, PERSONALLY a true and attested copy of COMPLAINT together with FOR REFORMATION OF MORTGAGE, and at the same time directing Her attention to the contents thereof.

Sheriff's Costs:

Docketing	9.00
Service	9.00
Mileage	11.00
Notary	15.00
	.00
	<u>34.00</u>

So Answers:

William H Romine Jr.  
William H Romine Jr., Sheriff  
00/00/0000

Sworn and Subscribed to before

me this 29th day of

DECEMBER 2005 A.D.

MARY L. WILSON  
Notary

NOTARIAL SEAL

MARY L. WILSON, NOTARY PUBLIC  
MERCER, MERCER COUNTY, PENNA.

MY COMMISSION EXPIRES ON MARCH 18, 2007



CHESTER A. HAWKINS  
SHERIFF

*22006 T  
75-00*

# Sheriff's Office Clearfield County

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

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

ROBERT SNYDER  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

PAGE 101034

TERM & NO. 05-1080-CD

US BANK NATIONAL ASSOCIATION f/k/a FIRST BANK NATIONAL ASSOC. TRUST

COMPLAINT FOR REFORMATION OF MORTGAGE

VS.

DONALD S. DAISHER and MELINDA L. DAISHER

**SERVE BY: 12/22/05**

**MAKE REFUND PAYABLE TO BLAKLEY & JONES, ESQ.**

**SERVE:** MELINDA L. DAISHER

**ADDRESS:** 20 JONES ST., LOT #4, STONEBORO, PA 16153

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF MERCER COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, November 30, 2005.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

RECEIVED  
SHERIFF OF  
MERCER COUNTY  
NOV 30 2005  
REC'D - 8 A.M. 12/2

RECEIPT FOR PAYMENT

Mercer County  
205 S Erie St, Room 102  
Mercer PA 16137

Receipt Date 12/13/2005  
Receipt Time 14:31:20  
Receipt No. 149828

US BANK NATIONAL ASSOC FKA FIR (VS) DAISHER MELINDA L

Case Number 2005-22006 T  
Service Info  
Remarks

Total Check... +	75.00	Number .. 9020
Total Cash.... +	.00	
Cash Out..... -	.00	
Receipt total. =	75.00	

----- Distribution Of Payment -----

Transaction Description	Payment Amount	
ADVANCE PAYMENT	75.00	BLAKLEY & JONES
	75.00	

RECEIPT FOR DISTRIBUTION OF ADVANCE PAYMENTS HELD IN ESCROW

=====

Mercer County  
205 S Erie St, Room 102  
Mercer PA 16137

Receipt Date 12/29/2005  
Receipt Time 08:55:07  
Receipt No. 150040

US BANK NATIONAL ASSOC FKA FIR (VS) DAISHER MELINDA L

Case Number 2005-22006 T  
Service Info  
Remarks Escrow Transfer Out

Advance Payment Balance 75.00 BLAKLEY & JONES  
Total Amount Distributed 75.00

Balance Remaining .00

----- Distribution -----

Transaction Description	Amount	Payee
DOCKET FEES	9.00	MERCER COUNTY TREASURER
SERVICE	9.00	MERCER COUNTY TREASURER
MILEAGE	11.00	MERCER COUNTY TREASURER
NOTARY	5.00	MERCER COUNTY TREASURER
REFUND TO ATTY/PLT	41.00	BLAKLEY & JONES
Total Amount Distributed	75.00	

## Notice of Proposed Termination of Court Case

February 1, 2012

RE: 2005-01080-CD

US Bank National Association

Vs.

Donald S. Daisher  
Melinda L. Daisher

FILED  
FEB 01 2012  
William A. Shaw,  
Prothonotary/Clerk of Courts

To All Parties and Counsel:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **April 2, 2012**.

**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,

*F. Cortez Bell III*

F. Cortez Bell, III, Esq.  
Court Administrator

Blakley  
Def

FILED

FEB 01 2012

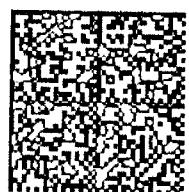
William A. Shaw  
Prothonotary/Clerk of Courts

05-1080-C0

William A. Shaw  
Prothonotary/Clerk of Courts  
PO Box 549  
Clearfield, PA 16830

QD  
LED  
U

FEB 13 2012  
33°C  
William A. Shaw  
Prothonotary/Clerk of Courts



Hasler

016H26524836

**\$0.450**

02/01/2012

Mailed From 16830

US POSTAGE

AMV  
Donald S. Daisher  
Melinda L. Daisher  
PO Box 490  
Curwensville

NIXIE

152 SE 1 00 02/09/12

RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD

BC: 16830054949 \*1173-00136-01-39  
1583060549

05-1080-C0

William A. Shaw  
Prothonotary/Clerk of Courts  
PO Box 549  
Clearfield, PA 16830

4  
FILED  
FEB 13 2012  
113:3 ch  
William A. Shaw  
Prothonotary/Clerk of Courts

Donald S. Daisher  
Melinda L. Daisher  
PO Box 490  
Curwensville  
PA 16633

## **Notice of Proposed Termination of Court Case**

February 1, 2012

RE: 2005-01080-CD

US Bank National Association

Vs.

Donald S. Daisher  
Melinda L. Daisher

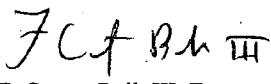
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If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

  
F. Cortez Bell, III, Esq.  
Court Administrator