

05-1527-CD
Clearfield B&T vs Sharon L. Hy

Clfd Bank & Trust vs Sharon Hy
2005-1527-CD

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

CLEARFIELD BANK AND TRUST
COMPANY

v.

SHARON L. HY

NO. 05-1527-CD

Type of Pleading: Complaint

Filed on Behalf: Plaintiff

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

NOTICE TO DEFEND

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

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

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

FILED 4cc/Att
01/31/06 BH
OCT 03 2005
William A. Shaw
Prothonotary/Clerk of Courts

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

CLEARFIELD BANK AND TRUST	:	NO.
COMPANY	:	
vi.	:	Type of Pleading: Complaint
	:	
	:	Filed on Behalf: Plaintiff
	:	
SHARON L. HY	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	Telephone: (814) 234.2048

COMPLAINT

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

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

2. The Defendant is SHARON L. HY, with property address of 141D Mahaffey Grampian Highway, Grampian, Pennsylvania 16838, and a mailing address of 477 E 8th Street, Clearfield, Pennsylvania 16830.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendant dated October 10, 2002, in the principal amount of **\$28,800.00**, a copy of the said Mortgage is attached hereto and made a part hereof, marked as *Exhibit "A"* and is recorded at Clearfield County Volume Instrument No. 200216457 on October 10, 2002.

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

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendant the sum of \$28,800.00 as set forth in Promissory Note dated October 10, 2002. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

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

7. The Plaintiff has given the Defendant written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated February 17, 2005, a true and correct copy of the same is attached hereto and made a part hereof and marked as *Exhibit "D"*.

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

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

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

(a)	Principal Balance	\$ 26,477.82
(b)	Interest per diem of 5.51621 from 11/10/04 to 9/02/05	\$ 1,634.55
(c)	Late Charges	\$ 502.92
(d)	Satisfaction Fee	\$ 28.50
(e)	Attorney Collection Fee	<u>\$ 2,647.78</u>
	FINAL TOTAL	\$31,291.57

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendants in the amount of **\$31,291.57** plus interest at **7.50%**, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

Date: **September 2, 2005**

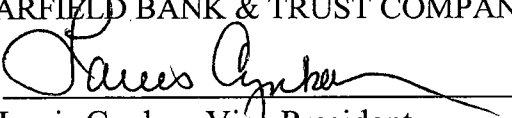


Alan F. Kirk, Esquire
Attorney for Plaintiff

VERIFICATION

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

CLEARFIELD BANK & TRUST COMPANY

By: 
Louis Cynkar, Vice President
Lending Division Manager

Date: 10/03/05

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER
200216457

RECORDED ON

OCT 10, 2002

12:22:57 PM

RECORDING FEES - \$23.00

RECORDED

COUNTY IMPROVEMENT \$2.00

FUND

RECORDED IMPROVEMENT \$3.00

FUND

STATE WRIT TAX \$0.50

TOTAL \$28.50

CUSTOMER

BELL, SILBERBLATT & MOOD

Commonwealth of Pennsylvania

Space Above This Line For Recording Data

OPEN-END MORTGAGE

This Mortgage secures future advances

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is OCTOBER 10, 2002 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: SHARON L HY
RR 2 BOX 300
CLEARFIELD PA 16830-9107

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

LENDER: CLEARFIELD BANK & TRUST COMPANY
1935 DAISY STREET
CLEARFIELD, PA 16830

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

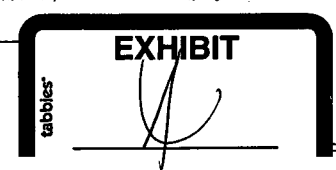
SEE ATTACHED

The property is located in Clearfield at
(County)
141 Mahaffey Grampian Highway, Grampian, Pennsylvania 16838
(Address) (City) (ZIP Code)

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

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 28,800.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)



ALL that certain lot and piece of land situate in Grampian Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on First Street and corner of Lot No. 102; thence South along said lot fifty-five and three-fourths (55-3/4) degrees East one hundred and forty (140) feet crossing a twenty (20) foot alley to a post on line of water right of Woods & Sons; thence along the same South nine (9) degrees and thirty (30) minutes West fifty-five (55) feet, more or less, to a post on line of Lot No. 104 (extending from First Street); thence by same crossing alley before mentioned and line of Lot No. 104 North fifty-five and three fourths (55-3/4) degrees West one hundred and sixty-six (166) feet to a post corner of First Street; thence along the same North thirty-four (34) degrees and fifteen (15) minutes East fifty (50) feet to the beginning and being known and designated on the map of Grampian Borough as Lot No. 102. Also designated as Grampian Borough Map #9.0-F11-342-2.

BEING the same premises conveyed to Sharon L. Hy by deed recorded just prior to this instrument as Clearfield County Instrument #2002-16456.

SHH

- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

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

- 5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
- 10. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
 - A. A beneficial interest in Mortgagor is sold or transferred.
 - B. There is a change in either the identity or number of members of a partnership or similar entity.
 - C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.
 However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.
- 11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:

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[Handwritten Signature]

- A. Mortgagor is duly organized and validly existing in Mortgagor's state of incorporation or organization. Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
- B. The execution, delivery and performance of this Security Instrument by Mortgagor and the obligations evidenced by the Secured Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
- C. Other than previously disclosed in writing to Lender, Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

- 12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

- 13. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

- 14. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor grants, bargains, and conveys to Lender as additional security all the right, title and interest in and to any and all:
- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases").
 - B. Rents, issues and profits (all referred to as "Rents"), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

In the event any item listed as Leases or Rents is determined to be personal property, this Security Instrument will also be regarded as a security agreement.

Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Except for one lease period's rent, Mortgagor will not collect in advance any future Rents without Lender's prior written consent. Upon default, Mortgagor will receive Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. Amounts collected shall be applied at Lender's discretion to payments on the Secured Debt as therein provided, to costs of managing, protecting and preserving the Property and to any other necessary related expenses including Lender's attorneys' fees and court costs.

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[Signature]

Mortgagor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument, and this assignment will remain effective until the Obligations are satisfied. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of Rents due or to become due directly to Lender after such recording, however Lender agrees not to notify Mortgagor's tenants until Mortgagor defaults and Lender notifies Mortgagor of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due or to become due directly to Lender. On receiving the notice of default, Mortgagor will endorse and deliver to Lender any payments of Rents.

Mortgagor warrants that no default exists under the Leases or any applicable landlord law. Mortgagor also agrees to maintain, and to require the tenants to comply with, the Leases and any applicable law. Mortgagor will promptly notify Lender of any noncompliance. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will obtain Lender's written authorization before Mortgagor consents to sublet, modify, cancel, or otherwise alter the Leases, to accept the surrender of the Property covered by such Leases (unless the Leases so require), or to assign, compromise or encumber the Leases or any future Rents. If Lender acts to manage, protect and preserve the Property, Lender does not assume or become liable for its maintenance, depreciation, or other losses or damages, except those due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will hold Lender harmless and indemnify Lender for any and all liability, loss or damage that Lender may incur as a consequence of the assignment under this section.

15. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

16. DEFAULT. Mortgagor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any other person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the

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payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.

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- L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

20. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. INSURANCE. Mortgagor agrees to maintain insurance as follows:

- A. Mortgagor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

22. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

24. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

(page 6 of 8)

[Handwritten Signature]

- 25. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 26. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 27. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any right to appraisal relating to the Property.
- 28. WAIVER OF JURY TRIAL.** To the extent not prohibited by law, Mortgagor and Lender knowingly and intentionally waive the right, which the party may have, to a trial by jury with respect to any litigation arising from the Secured Debt, or any other agreement executed in conjunction with the Evidence of Debt and this Mortgage. Mortgagor and Lender each acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.
- 29. U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Security Instrument:
- ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
 - ☐ **Crops; Timber; Minerals; Rents, Issues, and Profits.** Mortgagor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
 - ☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
 - ☐ **Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Security Instrument also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- 30. OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
 - ☐ **Agricultural Property.** Mortgagor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Mortgagor is an individual or entity allowed to own agricultural land as specified by law.
 - ☐ **Purchase Money.** This Security Instrument secures advances by Lender used in whole or in part to acquire the Property. Accordingly, this Security Instrument, and the lien hereunder, is and shall be construed as a purchase money mortgage with all of the rights, priorities and benefits thereof under the laws of the Commonwealth of Pennsylvania.

(page 7 of 8)

BRCL

☐ Additional Terms.

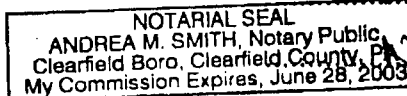
SIGNATURES: By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Entity Name:	Entity Name:
(Signature) <i>Sharon L. Hy</i> 10/10/02	(Signature)
(Date)	(Date)
(Witness) <i>Ann B. Wood</i>	(Witness)
(Signature)	(Signature)
(Date)	(Date)
(Witness)	(Witness)

ACKNOWLEDGMENT:

COMMONWEALTH OF ~~REARXXX~~ PA, COUNTY OF ~~CL~~ CLEARFIELD, } ss.
(Individual) On this, the 10th day of October, 2002, before me Andrea M. Smith
the undersigned officer, personally appeared SHARON L. HY,
known to me (or satisfactorily proven to be the person(s))
whose name(s) is subscribed to the within instrument, and acknowledged that he/she executed the same for the
purposes therein contained.
In witness whereof, I hereunto set my hand and official seal.
My commission expires:

(Seal)



Title of Officer

COMMONWEALTH OF, COUNTY OF } ss.
(Business or Entity Acknowledgment) On this, the day of, before me
the undersigned officer, personally appeared
....., who acknowledged himself/herself to be the
..... of
....., and that he/she as such
being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the
name of the by as
In witness whereof, I hereunto set my hand and official seal.
My commission expires:

(Seal)

Title of Officer

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

Ann B. Wood
LINDA S. STARR
VICE PRESIDENT

AUG-25-2005 11:07 FROM:ABSTACTOR'S

814-765-1989

TO:7652943

P.2

DEED

MADE this 4th day of October, 2002, between
 ROBERT D. SMITH, SR. and CAROLINE M. SMITH, husband and wife, of
 R.R. 1, Box 1, Olanta, PA 16863; and ROBERT D. SMITH, JR. and
 SHEILA L. SMITH, husband and wife, of P.O. Box 291, Grampian, PA
 16838, by their attorney-in-fact, CAROLINE M. SMITH, pursuant to a
 Power of Attorney dated August 9, 2002, recorded as Clearfield
 County Instrument #2002-16455; (hereinafter called "Grantors")

AND

SHARON L. HY of R.R. 2, Box 300, Clearfield, PA 16830; (hereinafter
 called "Grantee")

WITNESSETH, that in consideration of Twenty-five
 Thousand(\$25,000.00) Dollars, in hand paid, the receipt whereof is
 hereby acknowledged, Grantors do hereby grant and convey to
 Grantees:

ALL that certain lot and piece of land situate in Grampian
Borough, Clearfield County, Pennsylvania, bounded and described as
 follows:

BEGINNING at a post on First Street and corner of Lot No.
 102; thence South along said lot fifty-five and three-
 fourths (55-3/4) degrees East one hundred and forty (140)
 feet crossing a twenty (20) foot alley to a post on line
 of water right of Woods & Sons; thence along the same
 South nine (9) degrees and thirty (30) minutes West
 fifty-five (55) feet, more or less, to a post on line of
 Lot No. 104 (extending from First Street); thence by same
 crossing alley before mentioned and line of Lot No. 104
 North fifty-five and three fourths (55-3/4) degrees West

KAREN L. STARCK
 REGISTER AND RECORDER
 CLEARFIELD COUNTY
 Pennsylvania

INSTRUMENT NUMBER
 200216456

RECORDED ON

Oct 10, 2002

1:22:56 PM

Total Pages: 4

RECORDING FEES - \$13.50

RECORDER

COUNTY IMPROVEMENT FUND \$2.00

FUND

RECORDER IMPROVEMENT FUND \$3.00

FUND

STATE TRANSFER TAX \$250.00

STATE UNIT TAX \$0.50

GRANTIAN BOROUGH \$125.00

CUMBERSVILLE AREA \$125.00

SCHOOLS

TOTAL \$519.00

CUSTOMER

BELL, STUBERLATT & WOOD



AUG-25-2005 11:08 FROM:ABSTACTOR'S

814-765-1989

TO: 7652943

P.3

one hundred and sixty-six (166) feet to a post corner of First Street; thence along the same North thirty-four (34) degrees and fifteen (15) minutes East fifty (50) feet to the beginning and being known and designated on the map of Grampian Borough as Lot No. 102. Also designated as Grampian Borough Map #9.0-F11-342-2.

BEING the same premises conveyed to Robert D. Smith, Sr., Caroline M. Smith, Robert D. Smith, Jr. and Sheila L. Smith by deed dated May 17, 2002, recorded as Clearfield County Instrument #200208042.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966" I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Ann D. Wood

Sharon R. Dy

This 10th day of October, 2002.

Grantors covenant that they will WARRANT SPECIALLY the property hereby conveyed.

NOTICE - THIS DOCUMENT MAY NOT (DOES NOT) SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE (HAVE) THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth in the manner provided in Section 1 of the Act of July, 1957, P. L. 984, as amended).

SHARON L HY RR 2 BOX 300 CLEARFIELD PA 16830-9107	CLEARFIELD BANK & TRUST COMPANY 1935 DAISY STREET CLEARFIELD, PA 16830	Loan Number 879037 Date 10/10/02 Maturity Date 10/10/17 Loan Amount \$ 28,800.00 Renewal Of
---	--	---

BORROWER'S NAME AND ADDRESS

"I" includes each borrower above, joint and severally.

LENDER'S NAME AND ADDRESS

"You" means the lender, its successors and assigns.

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of Twenty eight thousand eight hundred & no/100 Dollars \$ 28,800.00

☒ Single Advance: I will receive all of this principal sum on 10/10/02. No additional advances are contemplated under this note.

☐ Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

☐ Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on _____

☒ Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from OCTOBER 10, 2002 at the rate of 7.5000 % per year until OCTOBER 10, 2007

☐ Variable Rate: This rate may then change as stated below.

☐ Index Rate: The future rate will be _____ the following index rate: _____

☐ No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ Frequency and Timing: The rate on this note may change as often as _____

A change in the interest rate will take effect _____ % or less than _____

☐ Limitations: During the term of this loan, the applicable annual interest rate will not be more than _____ % each _____

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

☐ _____

ACCRAUAL METHOD: Interest will be calculated on a 365/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to _____

☒ LATE CHARGE: If a payment is made more than 15 days after it is due, I agree to pay a late charge of 5% OF

THE PAYMENT, WITH A \$20.00 MINIMUM CHARGE

☐ RETURNED CHECK CHARGE: I agree to pay a fee of \$ _____ for each check, negotiable order of withdrawal or draft I issue in connection with this loan that is returned because it has been dishonored.

☒ ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which ☐ are ☒ are not included in the principal amount above: \$250 APPRAISAL FEE/\$25 FLOOD FEE/\$50 DOC FEE

PAYMENTS: I agree to pay this note as follows:

☐ Interest: I agree to pay accrued interest _____ On Demand, But If No Demand Is Made

☐ Principal: I agree to pay the principal _____ On Demand, But If No Demand Is Made

☒ Installments: I agree to pay this note in 60 payments. The first payment will be in the amount of \$ 268.78

and will be due NOVEMBER 10, 2002. A payment of \$ 268.78 will be due _____

Monthly thereafter. The final payment of the entire

unpaid balance of principal and interest will be due OCTOBER 10, 2017

☒ **WARRANT OF AUTHORITY TO CONFESS JUDGMENT.** Upon default, in addition to all other remedies and rights available to you by signing below, Borrower irrevocably authorizes the prothonotary clerk or any attorney to appear in any court of record having jurisdiction over this matter and to confess judgment against me (or any time) without stay of execution. I waive notice of service of process and process of litigation and understand that judgment may be confessed against me for any unpaid principal, accrued interest and accrued charges due on this note, plus collection costs and reasonable attorney's fees up to 15 percent of the judgment at the exercise of the power to confess judgment will not exhaust this warrant of authority to confess judgment and may be done as often as you elect. I further understand that my property may be seized without prior notice to satisfy the debt owed, knowingly, intentionally and voluntarily waive any and all constitutional rights I have to pre-deprivation notice and hearing under federal and state laws and fully understand the consequences of this waiver.

ADDITIONAL TERMS: AFTER THE INITIAL 5 YEAR TERM MONTHLY PRINCIPAL AND INTEREST PAYMENTS WILL BE DUE THAT WILL AMORTIZE THE REMAINING LOAN BALANCE OVER THE REMAINING 15 YEAR TERM. INTEREST WILL ACCRUE BASED UPON THE VARIABLE RATE AS DISCLOSED ABOVE.

PURPOSE: The purpose of this loan is BUSINESS/RENTAL

☒ SECURITY: This note is separately secured by (describe separate document by type and date):

MORTGAGE DATED 10-10-02

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

Signature for Lender _____

Signature _____

SHARON L HY

SHARON L HY

SHARON L HY

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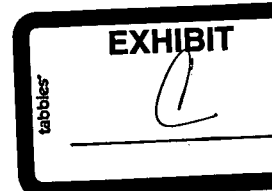
SHARON L HY

SHARON L HY

SHARON L HY

UNIVERSAL NOTE
(page 1 of 2)

Exhibit 1984, 1991 Bankers Systems, Inc., St. Cloud, MN Form UN-PA 6/27/2000



[illegible][illegible]



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

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE*

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

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

This Notice explains how the program works.

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

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

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

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

COMMUNITY OFFICES

BRIDGE STREET OFFICE

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

GOLDENROD OFFICE

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

CURWENSVILLE OFFICE

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

DuBOIS OFFICE

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



HOMEOWNER'S NAME(S):

Sharon L. Hy

MAILING ADDRESS:

1894 Martin St. Ext.
Clearfield, PA 16830-7121

LOAN ACCT. NO.:

879037

ORIGINAL LENDER:

Clearfield Bank & Trust Company

CURRENT LENDER/SERVICER:

Clearfield Bank & Trust Company

DATE:

February 17, 2005

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

*** IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**

*** IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**

*** IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

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

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

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

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

NATURE OF THE DEFAULT --- The MORTGAGE debt held by the above lender on your property located at Rental - 141D Mahaffey Grampian Hyw., Grampian

IS SERIOUSLY IN DEFAULT because:

A: YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

December of 2004, January and February of 2005 @ \$268.78 = \$806.34

Other Charges (explain/itemize): Late Charges of \$382.92

TOTAL AMOUNT PAST DUE: \$1,189.26

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

HOW TO CURE THE DEFAULT --- You may cure the default within THIRTY (30) DAYS of the Date of this Notice by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,189.26, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

N/A

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

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE --- If your have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set**

forth in this Notice will restore your mortgage to the same position as if you had never defaulted.

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

HOW TO CONTACT THE LENDER:

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

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

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

SENDER: COMPLETE THIS SECTION

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☐ Addressee
 B. Received by (Printed Name) Sharon L. Hy Date of Delivery 2/22/2005

C. Delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

2005 FEB 22
 CLEARFIELD PA 16830

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
 4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

2. Article Number
 (Transfer from service label)

7004 0550 0000 7173 0245

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-15-0

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only. No Insurance Coverage Provided)

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

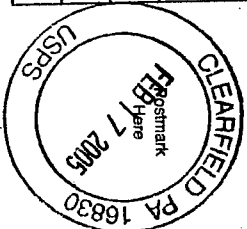
OFFICIAL USE

Postage
 Certified Mail Fee

Return Receipt Fee
 (Endorsement Required)
 Restricted Delivery Fee
 (Endorsement Required)

Total Postage & Fees

\$	
\$	
\$	
\$	



Sent To Sharon L Hy
 Street, Apt. No.: 1894 Martin St Ext
 or PO Box No.

7004 0550 0000 7173 0245

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100871
NO: 05-1527-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY
vs.
DEFENDANT: SHARON L. HY

SHERIFF RETURN

NOW, October 14, 2005 AT 9:39 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SHARON L. HY DEFENDANT AT 477 E. 8TH ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SHARON L. HY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED
0135701
FEB 03 2006

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	KIRK	246	10.00
SHERIFF HAWKINS	KIRK	246	20.37

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,

Chester A. Hawkins
Lynne M. Hawkins

Chester A. Hawkins
Sheriff

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

CLEARFIELD BANK AND TRUST
COMPANY

v.

SHARON L. HY

NO. 05-1527-CD

Type of Pleading: PRAECIPE FOR ENTRY
OF DEFAULT JUDGMENT
Filed on Behalf: Plaintiff

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

FILED

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

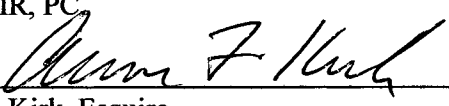
TO PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter Default Judgment in the amount of **THIRTY-ONE THOUSAND TWO HUNDRED NINETY-ONE AND 57/100 (\$31,291.57) DOLLARS** together with interest and costs of this suit on the above-captioned Defendant due to the Defendant's failure to enter an appearance or file an Answer within the allotted twenty (20) day limit.

JUN 16 2006
M/3/06/ aty kirk
William A. Shaw
Prothonotary/Clerk of Courts
not today
Stat. to Atty
Kirk
(GK)

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC

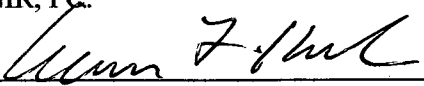
Date: **June 13, 2006**


Alan F. Kirk, Esquire
Attorney for the Plaintiff

I hereby certify that a written notice of the intention to file a Praecipe for Default Judgment was sent certified mail, return receipt requested and First Class U.S. Mail to the above named Defendant on **May 16, 2006**, at least ten (10) days prior to the filing of the within Praecipe. Copies of the aforesaid Notice are attached hereto, made a part hereof and incorporated herein by reference.

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.

Date: **June 13, 2006**


Alan F. Kirk, Esquire
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST COMPANY	:	NO. 05-1527-CD
	:	
	:	Type of Pleading: Complaint
v.	:	
	:	Filed on Behalf: Plaintiff
	:	
SHARON L. HY	:	Counsel of Record for this Party:
	:	BABST, CALLAND, CLEMENTS AND
	:	ZOMNIR, PC.
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	328 Innovation Boulevard, Suite 200
	:	State College, PA 16803
	:	Telephone: (814) 867.8055
	:	Fax: (814) 867.8051
	:	Email: akirk@bccz.com

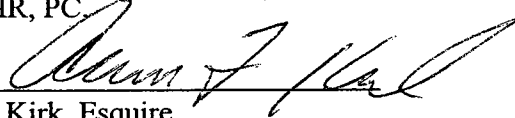
NOTICE

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

Date: May 16, 2006

PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
Telephone: (814) 765.2641

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.


Alan F. Kirk, Esquire
Attorney for the Plaintiff
ID#36893
328 Innovation Boulevard, Suite 200
State College, PA 16803

Sharon L. Hy - via Certified Mail #7002 0860 0006 7538 5311, RRR and First Class U.S. Mail

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <i>Sharon L. Hy</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Sharon L. Hy</i> C. Date of Delivery MAY 17 2006</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p style="font-size: 1.2em; margin-left: 40px;"><i>Mrs. Sharon L. Hy</i> <i>477 E. 8th Street</i> <i>Clearfield, PA 16830</i></p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>7002 0860 0006 7538 5311</p>	
<p>PS Form 3811, August 2001 Domestic Return Receipt 102595-01-M-2505</p>	

7002 0860 0006 7538 5311

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

OFFICIAL USE

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

Sent To *Mrs. Sharon L. Hy*

Street, Apt. No., or PO Box No. *477 E. 8th Street*

City, State, ZIP+4 *Clearfield, PA 16830*



PS Form 3800, April 2002

See Reverse for Instructions

CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs.

SHARON L. HY

Defendant

: No. 05-1527-CD

:

:

:

:

:

: Filed on Behalf of: Plaintiff

:

:

:

:

: Counsel of Record for this Party:
: BABST, CALLAND, CLEMENTS AND
: ZOMNIR, PC.
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 328 Innovation Boulevard, Suite 200
: State College, PA 16803
: (814) 867.8055
: (814) 867.8051

TO PROTHONOTARY OF CLEARFIELD COUNTY:

Please Enter Judgment against the above-named Defendant pursuant to the enclosed
Certificate of Judgment of **Clearfield County Docket No. 05-1527-CD** in the principal amount
of **\$31,291.57** together with interest and costs of suit.

By:

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.

Dated: *June 13, 2006*


Alan F. Kirk, Esquire

Attorney for the Plaintiff

328 Innovation Boulevard, Suite 200
State College, PA 16803

BABST, CALLAND, CLEMENTS AND ZOMNIR, P.C.

ACCOUNTS PAYABLE PAYMENT REQUEST AND ENTRY FORM

Vendor Name: Clearfield County Prothonotary
 Amount of Check: \$ 20.00
 Requested By: Michele
 Extension #: _____
 Requested For: C B+1
 Client Matter #: 80136-0019602
 Department #: _____

FOR ACCT. DEPT. ONLY	
1099 Required: Yes/No	_____
Tax ID#	_____
Approved By	_____
Vendor #	_____
Check #	_____
Paid Date	_____

CHECK ONE:

☒ Return to Sender ☐ Send On ☐ As Soon As Possible

NOTES:

Invoice #	Date	Due Date	Amount	G/L Account	Description
	6/13/06	6/13/06	20.00		Clearfield County Prothonotary (filing fee)

CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs.

SHARON L. HY

Defendant

No. 05-1527-CD

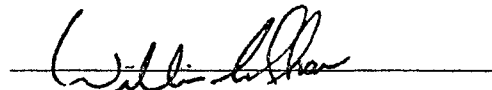
Filed on Behalf of: Plaintiff

Counsel of Record for this Party:
BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
328 Innovation Boulevard, Suite 200
State College, PA 16803
(814) 867.8055
(814) 867.8051

TO: Ms. Sharon L. Hy
477 8th Street
Clearfield, PA 16830

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$ 31,291.57 on June 16, 2006.

, Prothonotary



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

Clearfield Bank & Trust Company
Plaintiff(s)

No.: 2005-01527-CD

Real Debt: \$31,291.57

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Sharon L. Hy
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 16, 2006

Expires: June 16, 2011

Certified from the record this June 16, 2006

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

No. 05-1527-CD

Type of Pleading: PRAECIPE FOR WRIT
OF EXECUTION vs.

SHARON L. HY

Defendant

Filed on behalf of: Plaintiff

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

FILED Any pd.
m/3:07/01 20.00
JUL 28 2006
2 cc @ 6
William A. Shaw
Prothonotary/Clerk of Courts
writs w/
prep deser.
to Shiff
(60)

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

Issue writ of execution in the above matter,

Amount due: **\$31,291.57**

Plus continuing interest on the principal balance from June 16, 2006, plus costs and attorneys fees.

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

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

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

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.

Dated:

7/11/06

Alan F. Kirk

Alan F. Kirk, Esquire
Attorney for Plaintiff

EXHIBIT "B":

AFFIDAVIT PURSUANT TO RULE 3129.1

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

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

**Ms. Sharon L. Hy
477 E. 8th Street
Clearfield, PA 16830**

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

**Ms. Sharon L. Hy
477 E. 8th Street
Clearfield, PA 16830**

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

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

**Elma Morris
317 Daisy Street
Clearfield, PA 16830**

**Wendy Jones
Richard E. Hugar
c/o Joseph Colavecchi
221 E. Market Street
Clearfield, PA 16830**

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

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

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

None

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

Clearfield County Tax Claim Bureau
Clearfield, PA 16830

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

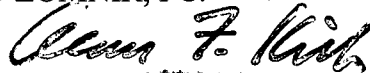
None

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

BABST, CALLAND, CLEMENTS
AND ZOMNIR, PC.

Date:

2/21/06



Alan F. Kirk, Esquire
Attorney for Plaintiff

CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

: No. 05-1529-CD

:

:

vs.

:

SHARON L. HY

:

:

Filed on Behalf of: Plaintiff

:

Defendant

:

:

Counsel of Record for this Party:

:

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.

:

ALAN F. KIRK, ESQUIRE

:

Supreme Court # 36893

:

328 Innovation Boulevard, Suite 200

:

State College, PA 16803

:

(814) 867.8055

:

(814) 867.8051-Fax

:

Email: akirk@bccz.com

SHERIFF'S SALE OF VALUABLE REAL ESTATE

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County,
Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the

on _____, 2006 at
_____ a.m., prevailing time.

TERMS OF SALE

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

NOTICE

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

CHESTER A. HAWKINS, SHERIFF

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs.

SHARON L. HY

Defendant

No. 05-1527-CD

Type of Pleading: WRIT OF EXECUTION

Filed on behalf of: Plaintiff

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

WRIT OF EXECUTION
NOTICE

TO: Ms. Sharon L. Hy
477 E. 8th Street
Clearfield, PA 16830

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

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

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

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

Clearfield County Courthouse
Clearfield, PA 16830
(814) 765.2641

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

No. 05-1527-CD

vs.

SHARON L. HY

Defendant

Filed on behalf of: Plaintiff

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

CLAIM FOR EXEMPTION

To the Sheriff of Clearfield County:

We, the above named Defendant, **SHARON L. HY**, claims exemption of property from levy or attachment:

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

(a) I desire that my \$300 statutory exemption be

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

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

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

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

(a) My \$300 statutory exemption: ____ in cash: ____ in kind (specify property): _____

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

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

I request a prompt court hearing to determine the exemption. Notice of the hearing
should be given to me at _____
(address)

(telephone number)

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

Date:

Date:

THIS CLAIM TO BE FILED WITH THE OFFICE OF

THE SHERIFF OF CLEARFIELD COUNTY:

CLEARFIELD COUNTY COURTHOUSE

(814)765.2641

05 11:07 FROM:ABSTACTOR'S

814-765-1989

TO:7652943

P.2

DEED

MADE this 4th day of October, 2002, between
 ROBERT D. SMITH, SR. and CAROLINE M. SMITH, husband and wife, of
 R.R. 1, Box 1, Olanta, PA 16863; and ROBERT D. SMITH, JR. and
 SHEILA L. SMITH, husband and wife, of P.O. Box 291, Grampian, PA
 16838, by their attorney-in-fact, CAROLINE M. SMITH, pursuant to a
 Power of Attorney dated August 9, 2002, recorded as Clearfield
 County Instrument #2002-16455; (hereinafter called "Grantors")

AND

SHARON L. HY of R.R. 2, Box 300, Clearfield, PA 16830; (hereinafter
 called "Grantee")

WITNESSETH, that in consideration of Twenty-five
 Thousand(\$25,000.00) Dollars, in hand paid, the receipt whereof is
 hereby acknowledged, Grantors do hereby grant and convey to
 Grantees:

ALL that certain lot and piece of land situate in Grampian
 Borough, Clearfield County, Pennsylvania, bounded and described as
 follows:

BEGINNING at a post on First Street and corner of Lot No.
 102; thence South along said lot fifty-five and three-
 fourths (55-3/4) degrees East one hundred and forty (140)
 feet crossing a twenty (20) foot alley to a post on line
 of water right of Woods & Sons; thence along the same
 South nine (9) degrees and thirty (30) minutes West
 fifty-five (55) feet, more or less, to a post on line of
 Lot No. 104 (extending from First Street); thence by same
 crossing alley before mentioned and line of Lot No. 104
 North fifty-five and three fourths (55-3/4) degrees West

KAREN L. STARCK
 REGISTER AND RECORDER
 CLEARFIELD COUNTY
 Pennsylvania

INSTRUMENT NUMBER
 200216456

RECORDED ON
 Oct 10, 2002
 1:22:56 PM
 Total Pages: 4

RECORDING FEES -	\$13.50
RECORDER	
COUNTY IMPROVEMENT FUND	\$2.00
RECORDER IMPROVEMENT FUND	\$3.00
STATE TRANSFER TAX	\$750.00
STATE MORT TAX	\$0.50
GRAMPIAN BOROUGH	\$125.00
CUMBERSVILLE AREA SCHOOLS	\$125.00
TOTAL	\$519.00
CUSTOMER	
BELL, SILBERBLATT & WOOD	

EXHIBIT

tabbles

05 11:08 FROM: ABSTACTOR'S

814-765-1989

TO: 7652943

P.3

one hundred and sixty-six (166) feet to a post corner of First Street; thence along the same North thirty-four (34) degrees and fifteen (15) minutes East fifty (50) feet to the beginning and being known and designated on the map of Grampian Borough as Lot No. 102. Also designated as Grampian Borough Map #9.0-F11-342-2.

BEING the same premises conveyed to Robert D. Smith, Sr., Caroline M. Smith, Robert D. Smith, Jr. and Sheila L. Smith by deed dated May 17, 2002, recorded as Clearfield County Instrument #200208042.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966" I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Ann D. WoodSharon R. DyThis 10th day of October, 2002.

Grantors covenant that they will WARRANT SPECIALLY the property hereby conveyed.

NOTICE - THIS DOCUMENT MAY NOT (DOES NOT) SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE (HAVE) THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth in the manner provided in Section 1 of the Act of July, 1957, P. L. 984, as amended).

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

Clearfield Bank & Trust Company

Vs.

NO.: 2005-01527-CD

Sharon L. Hy



TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST COMPANY, Plaintiff(s) from SHARON L. HY, Defendant(s):

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

Garnishee(s) as follows:

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

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$31,291.57
INTEREST-continuing interest on the principal
balance from June 16, 2006
ATTY'S COMM: \$
DATE: 07/28/2006

PROTHONOTARY'S COSTS PAID: \$125.00
SHERIFF: \$

OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

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

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

Sheriff

25 11:07 FROM:ABSTACTOR'S

814-765-1989

TO:7652943

P.2

DEED

MADE this 4th day of October, 2002, between
 ROBERT D. SMITH, SR. and CAROLINE M. SMITH, husband and wife, of
 R.R. 1, Box 1, Olanta, PA 16863; and ROBERT D. SMITH, JR. and
 SHEILA L. SMITH, husband and wife, of P.O. Box 291, Grampian, PA
 16838, by their attorney-in-fact, CAROLINE M. SMITH, pursuant to a
 Power of Attorney dated August 9, 2002, recorded as Clearfield
 County Instrument #2002-16455; (hereinafter called "Grantors")

AND

SHARON L. HY of R.R. 2, Box 300, Clearfield, PA 16830; (hereinafter
 called "Grantee")

WITNESSETH, that in consideration of Twenty-five
 Thousand(\$25,000.00) Dollars, in hand paid, the receipt whereof is
 hereby acknowledged, Grantors do hereby grant and convey to
 Grantees:

ALL that certain lot and piece of land situate in Grampian
 Borough, Clearfield County, Pennsylvania, bounded and described as
 follows:

BEGINNING at a post on First Street and corner of Lot No.
 102; thence South along said lot fifty-five and three-
 fourths (55-3/4) degrees East one hundred and forty (140)
 feet crossing a twenty (20) foot alley to a post on line
 of water right of Woods & Sons; thence along the same
 South nine (9) degrees and thirty (30) minutes West
 fifty-five (55) feet, more or less, to a post on line of
 Lot No. 104 (extending from First Street); thence by same
 crossing alley before mentioned and line of Lot No. 104
 North fifty-five and three fourths (55-3/4) degrees West

KAREN L. STARCK
 REGISTER AND RECORDER
 CLEARFIELD COUNTY
 Pennsylvania

INSTRUMENT NUMBER
 200216456

RECORDED ON

Oct 10, 2002

1:22:56 PM

Total Pages: 4

RECORDING FEES - \$13.50

COUNTY IMPROVEMENT FUND \$2.00

RECORDER IMPROVEMENT FUND \$3.00

STATE TRANSFER TAX \$250.00

STATE MORT TAX \$0.50

GRAMPIAN BOROUGH \$125.00

CLEARVILLE AREA \$125.00

SCHOOLS \$519.00

TOTAL

CUSTOMER

BELL, SILVERBLATT & WOOD

EXHIBIT

tabbles

15 11:08 FROM: ABSTACTOR'S

814-765-1989

TO: 7652943

P.3

one hundred and sixty-six (166) feet to a post corner of First Street; thence along the same North thirty-four (34) degrees and fifteen (15) minutes East fifty (50) feet to the beginning and being known and designated on the map of Grampian Borough as Lot No. 102. Also designated as Grampian Borough Map #9.0-F11-342-2.

BEING the same premises conveyed to Robert D. Smith, Sr., Caroline M. Smith, Robert D. Smith, Jr. and Sheila L. Smith by deed dated May 17, 2002, recorded as Clearfield County Instrument #200208042.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966" I/we, the undersigned grantees/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Ann D. WoodRobert D. Smith, Sr.This 10th day of October, 2002.

Grantors covenant that they will WARRANT SPECIALLY the property hereby conveyed.

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

FILED *no cc*
OCT 19 2006 *11:02 AM*

CLEARFIELD BANK AND TRUST
COMPANY,

No. 05-1527-CD

Plaintiff

William A. Shaw
Prothonotary/Clerk of Courts

Type of Pleading: AFFIDAVIT

SHARON L. HY

Defendant

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

ALAN F. KIRK, ESQUIRE

Supreme Court # 36893

Babst, Calland, Clements and Zomnir, P.C.

328 Innovation Boulevard, Suite #200

State College, PA 16803

(814) 867.8055

AFFIDAVIT PURSUANT TO RULE 3129

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

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

Date: *9-1-06*

BABST, CALLAND, CLEMENTS
AND ZOMNIR, P.C.

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

ALL that certain lot and piece of land situate in Grampian Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on First Street and corner of Lot No. 102; thence South along said lot fifty-five and three-fourths ($55\frac{3}{4}$) degrees East one hundred and forty (140) feet crossing a twenty (20) foot alley to a post on line of water right of Woods & Sons; thence along the same South nine (9) degrees and thirty (30) minutes West fifty-five (55) feet, more or less, to a post on line of Lot No. 104 (extending from First Street); thence by same crossing alley before mentioned and line of Lot No. 104 North fifty-five and three fourths ($55\frac{3}{4}$) degrees West

one hundred and sixty-six (166) feet to a post corner of First Street; thence along the same North thirty-four (34) degrees and fifteen (15) minutes East fifty (50) feet to the beginning and being known and designated on the map of Grampian Borough as Lot No. 102. Also designated as Grampian Borough Map #9.0-F11-342-2.

BEING the same premises conveyed to Robert D. Smith, Sr., Caroline M. Smith, Robert D. Smith, Jr. and Sheila L. Smith by deed dated May 17, 2002, recorded as Clearfield County Instrument #200208042.

SEIZED, taken in execution to be sold as the property of SHARON L. HY, at the suit of CLEARFIELD BANK & TRUST COMPANY. JUDGMENT NO. 05-1527-CD

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs.

SHARON L. HY

Defendant

No. 05-1527-CD

Type of Pleading: AFFIDAVIT OF
SERVICE

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
Babst, Calland, Clements and Zomnir, P.C.
328 Innovation Boulevard, Suite #200
State College, PA 16803
(814) 867.8055

AFFIDAVIT OF SERVICE

I, Alan F. Kirk, Esquire, of Babst, Calland, Clements and Zomnir, P.C., attorney for the Plaintiff in the within matter, hereby certify that on the **1st** day of **September 2006**, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

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

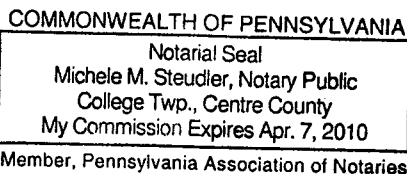
BABST, CALLAND, CLEMENTS
AND ZOMNIR, P.C.


Alan F. Kirk, Esquire

Sworn to and subscribed before me this

1st day of September 2006.


Notary Public



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

CLEARFIELD BANK AND TRUST
COMPANY,

No. 05-1527-CD

Plaintiff

v.

SHARON L. HY

Defendant

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

DATE: November 3, 2006

TO: All Parties in Interest And Claimants

OWNER(S): Sharon L. Hy

PROPERTY: 141D Mahaffey Grampian Highway, Grampian, PA 16837

The above-captioned property is scheduled to be sold at the **Clearfield County Sheriff Sale on November 3, 2006, at 10:00 a.m. in the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania.** Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641 EXT. 5986

FAX (814) 765-5915

ROBERT SNYDER

CHIEF DEPUTY

MARILYN HAMM

DEPT. CLERK

CYNTHIA AUGHENBAUGH

OFFICE MANAGER

KAREN BAUGHMAN

CLERK TYPIST

PETER F. SMITH

SOLICITOR

~~BABST, CALLAND, CLEMENTS AND ZOMNIR, PC~~
328 INNOVATION BOULEVARD, SUITE 200
STATE COLLEGE, PA 16803

August 18, 2006

RE: CLEARFIELD BANK AND TRUST COMPANY

VS.

SHARON L. HY

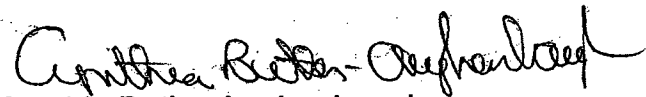
NO 05-1527-CD

Dear ALAN F. KIRK, ESQ.:

This is notice that a Sheriff Sale has been set in the above mentioned execution for Friday, November 3, 2006 at 10:00 A.M. in our office.

You must have a representative present at the sale or it will be returned as abandoned. If you have any questions, please feel free to call me at 814-765-2641, ext. 1361. Thank you.

Sincerely,


Cynthia Butler-Aughenbaugh
Office Manager

Enclosure

RECEIVED AUG 25 2006

CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

No. 05-1529-CD

vs.

SHARON L. HY

Defendant

Filed on Behalf of: Plaintiff

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

SHERIFF'S SALE OF VALUABLE REAL ESTATE

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

Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the **CLEARFIELD**

COUNTY **COURTHOUSE, 11 N. SECOND ST., CLEARFIELD, PA 16830** On FRIDAY, NOVEMBER 3, 2006 at

10:00 a.m., prevailing time.

TERMS OF SALE

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

NOTICE

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

CHESTER A. HAWKINS, SHERIFF

ALL that certain lot and piece of land situate in Grampian Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on First Street and corner of Lot No. 102; thence South along said lot fifty-five and three-fourths (55-3/4) degrees East one hundred and forty (140) feet crossing a twenty (20) foot alley to a post on line of water right of Woods & Sons; thence along the same South nine (9) degrees and thirty (30) minutes West fifty-five (55) feet, more or less, to a post on line of Lot No. 104 (extending from First Street); thence by same crossing alley before mentioned and line of Lot No. 104 North fifty-five and three fourths (55-3/4) degrees West

one hundred and sixty-six (166) feet to a post corner of First Street; thence along the same North thirty-four (34) degrees and fifteen (15) minutes East fifty (50) feet to the beginning and being known and designated on the map of Grampian Borough as Lot No. 102. Also designated as Grampian Borough Map #9.0-F11-342-2.

BEING the same premises conveyed to Robert D. Smith, Sr., Caroline M. Smith, Robert D. Smith, Jr. and Sheila L. Smith by deed dated May 17, 2002, recorded as Clearfield County Instrument #200208042.

SEIZED, taken in execution to be sold as the property of SHARON L. HY, at the suit of CLEARFIELD BANK & TRUST COMPANY. JUDGMENT NO. 05-1527-CD

7005 0390 0005 0664 2654

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	\$	4.64

Sent To: Mr. Sharon S. Nix
 Street, Apt. No., or PO Box No. 477 E. 8th Street
 City, State, ZIP+4 Clearfield, PA 16830

PS Form 3800, June 2002 See Reverse for Instructions

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

Received From: Babit, Calland, Clement + Family
388 Innovation Blvd
State College, PA 16803

One piece of ordinary mail addressed to:
Mr. Sharon S. Nix
477 E. 8th Street
Clearfield, PA 16830

SEP 01 2006

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: Babit, Calland, Clement + Family
388 Innovation Blvd
State College, PA 16803

One piece of ordinary mail addressed to:
Clearfield Bank + Trust Company
1 North Second St., PO Box 100
Clearfield, PA 16830

SEP 01 2006

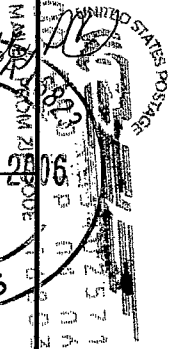
PS Form 3817, January 2001

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

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

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: Babst, Calland, Clements + Zimm 338 Innovator Blvd. Ste 100 State College, PA 16803	
One piece of ordinary mail addressed to: Mrs. Elma Morris 317 Davis Street Clearfield, PA 16830	

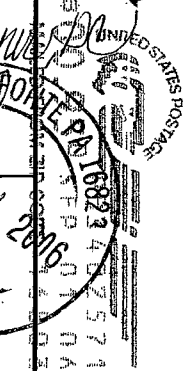
Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.



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: Babst, Calland, Clements + Zimm 338 Innovator Blvd. Ste 100 State College, PA 16803	
One piece of ordinary mail addressed to: Mrs. Sandra Jones General Delivery, R.D. Woodland, PA 16881	

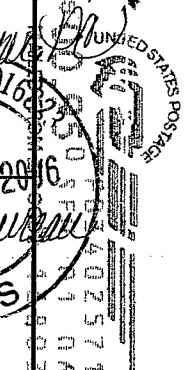
Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.



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: Babst, Calland, Clements + Zimm 338 Innovator Blvd. Ste 100 State College, PA 16803	
One piece of ordinary mail addressed to: Clearfield County Tax Clerk's Bureau Clearfield County Courthouse 130 E. Market Street Clearfield, PA 16830	

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.



PS Form 3817, January 2001

EXHIBIT "B":

AFFIDAVIT PURSUANT TO RULE 3129.1

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

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

***Ms. Sharon L. Hy
477 E. 8th Street
Clearfield, PA 16830***

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

***Ms. Sharon L. Hy
477 E. 8th Street
Clearfield, PA 16830***

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

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

***Ms. Elma Morris
317 Daisy Street
Clearfield, PA 16830***

***Ms. Sandy Jones
General Delivery
Woodland, PA 16881***

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

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

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

None

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

***Clearfield County Tax Claim Bureau
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830***

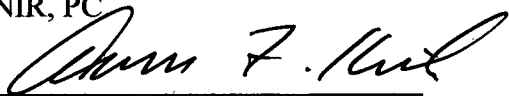
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

None

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

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC

Date: ***September 1, 2006***


Alan F. Kirk, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20409
NO: 05-1527-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY
vs.
DEFENDANT: SHARON L. HY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 07/31/2006

LEVY TAKEN 08/30/2006 @ 10:10 AM

POSTED 08/30/2006 @ 10:10 AM

SALE HELD 11/03/2006

SOLD TO CLEARFIELD BANK AND TRUST COMPANY

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 09/20/2007

DATE DEED FILED 09/20/2007

PROPERTY ADDRESS 404 1ST STREET GRAMPIAN , PA 16838

FILED *PP*
SEP 20 2007
01:45
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

09/01/2006 @ 11:15 AM SERVED SHARON L. HY

SERVED SHARON L. HY, DEFENDANT, AT HER RESIDENCE 477 E. 8TH STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY
HANDING TO SHARON L. HY

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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20409
NO: 05-1527-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

vs.

DEFENDANT: SHARON L. HY

Execution REAL ESTATE

SHERIFF RETURN



SHERIFF HAWKINS \$200.36

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

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

Clearfield Bank & Trust Company

Vs.

NO.: 2005-01527-CD

Sharon L. Hy

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST COMPANY, Plaintiff(s) from SHARON L. HY, Defendant(s):

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

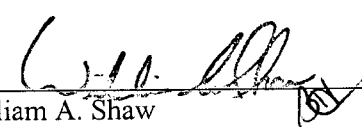
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balance from June 16, 2006
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DATE: 07/28/2006

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SHERIFF: \$

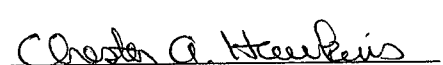
OTHER COSTS: \$

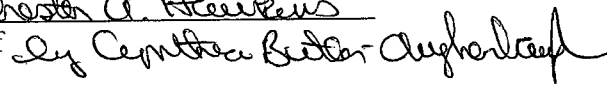


William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 31st day
of July A.D. 2006
At 3:00 A.M./P.M.

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



Sheriff 

05 11:07 FROM:ABSTACTOR'S

814-765-1989

TO:7652943

P.2

DEED

MADE this 4th day of October, 2002, between
ROBERT D. SMITH, SR. and CAROLINE M. SMITH, husband and wife, of
R.R. 1, Box 1, Olanta, PA 16863; and ROBERT D. SMITH, JR. and
SHEILA L. SMITH, husband and wife, of P.O. Box 291, Grampian, PA
16838, by their attorney-in-fact, CAROLINE M. SMITH, pursuant to a
Power of Attorney dated August 9, 2002, recorded as Clearfield
County Instrument #2002-16455; (hereinafter called "Grantors")

AND

SHARON L. HY of R.R. 2, Box 300, Clearfield, PA 16830; (hereinafter
called "Grantee")

WITNESSETH, that in consideration of Twenty-five
Thousand(\$25,000.00) Dollars, in hand paid, the receipt whereof is
hereby acknowledged, Grantors do hereby grant and convey to
Grantees:

ALL that certain lot and piece of land situate in Grampian
Borough, Clearfield County, Pennsylvania, bounded and described as
follows:

BEGINNING at a post on First Street and corner of Lot No.
102; thence South along said lot fifty-five and three-
fourths (55-3/4) degrees East one hundred and forty (140)
feet crossing a twenty (20) foot alley to a post on line
of water right of Woods & Sons; thence along the same
South nine (9) degrees and thirty (30) minutes West
fifty-five (55) feet, more or less, to a post on line of
Lot No. 104 (extending from First Street); thence by same
crossing alley before mentioned and line of Lot No. 104
North fifty-five and three fourths (55-3/4) degrees West

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200216456

RECORDED ON

OCT 10, 2002
1:22:56 PM

Total Pages: 4

RECORDING FEES - \$13.50
RECORDER

COUNTY IMPROVEMENT FUND \$2.00

RECORDER IMPROVEMENT FUND \$3.00

STATE TRANSFER TAX \$250.00

STATE DEBT TAX \$0.50

GRAMPIAN BOROUGH \$125.00

CUMBERSVILLE AREA SCHOOLS \$125.00

TOTAL \$519.00

CUSTOMER
BELL, SILVERBLATT & WOOD

EXHIBIT

tabbles

5 11:08 FROM:ABSTACTOR'S

814-765-1989

TO: 7652943

P.3

one hundred and sixty-six (166) feet to a post corner of First Street; thence along the same North thirty-four (34) degrees and fifteen (15) minutes East fifty (50) feet to the beginning and being known and designated on the map of Grampian Borough as Lot No. 102. Also designated as Grampian Borough Map #9.0-F11-342-2.

BEING the same premises conveyed to Robert D. Smith, Sr., Caroline M. Smith, Robert D. Smith, Jr. and Sheila L. Smith by deed dated May 17, 2002, recorded as Clearfield County Instrument #200208042.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966" I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Anna D. Wood

Sharon R. Dy

This 10th day of October, 2002.

Grantors covenant that they will WARRANT SPECIALLY the property hereby conveyed.

NOTICE - THIS DOCUMENT MAY NOT (DOES NOT) SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE (HAVE) THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth in the manner provided in Section 1 of the Act of July, 1957, P. L. 984, as amended).

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME SHARON L. HY

NO. 05-1527-CD

NOW, September 20, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on November 03, 2006, I exposed the within described real estate of Sharon L. Hy to public venue or outcry at which time and place I sold the same to CLEARFIELD BANK AND TRUST COMPANY he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	10.68
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	2.00
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	\$200.36

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	445.63
TOTAL DEED COSTS	\$474.13

DEBT-AMOUNT DUE	31,291.57
INTEREST @ %	0.00
FROM 06/16/2006 TO 11/03/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$31,311.57

COSTS:

ADVERTISING	367.54
TAXES - COLLECTOR	392.23
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	474.13
SHERIFF COSTS	200.36
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,884.26

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