

05-1528-CD
Clearfield B&T vs J. Harzinski et al

Clfd Bank & Trust vs Joseph Harzinski et al
2005-1528-CD

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

CLEARFIELD BANK AND TRUST
COMPANY

v.

JOSEPH L. HARZINSKI AND
CYNTHIA A. PASSMORE HARZINSKI

NO. 05-1528-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 Atty
013:09 BN
OCT 03 2005 Atty pd \$5.00

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	:	
	:	Type of Pleading: Complaint
v.	:	
	:	Filed on Behalf: Plaintiff
	:	
JOSEPH L. HARZINSKI AND	:	Counsel of Record for this Party:
CYNTHIA A. PASSMORE HARZINSKI	:	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 JOSEPH L. HARZINSKI AND CYNTHIA A. PASSMORE HARZINSKI, with property address of HC1, Box 79C, Bobs Road, Madera, Pennsylvania 16661, and a mailing address of HC1, Box 79C, Madera, Pennsylvania 16661.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendant dated January 20, 2003, in the principal amount of **\$20,000.00** 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. 200302181 on February 14, 2003.

4. The said Mortgage is and contains a lien against that certain tracts of land situate in Jordan Township, 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 \$20,000.00 as set forth in Promissory Note dated January 20, 2003. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

6. The Defendant defaulted under the terms of the said loan by failing to make the monthly payment due and subsequent monthly installments due since 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 May 26, 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	\$ 20,072.71
(b)	Interest per diem of 6.42284 from 2/25/05 to 9/02/05	\$ 277.79
(c)	Late Charges	\$ 0.00
(d)	Satisfaction Fee	\$ 28.50
(e)	Attorney Collection Fee	<u>\$ 2,007.27</u>
	FINAL TOTAL	\$22,386.27

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendants in the amount of **\$22,386.27** plus interest at **6.75%**, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,



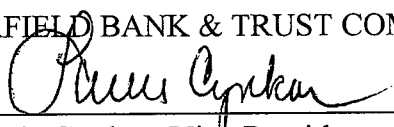
Date: **September 2, 2005**

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
 CLERK AND RECORDER
 CLEARFIELD COUNTY
 Pennsylvania

INSTRUMENT NUMBER
 200302181

RECORDED ON
 JAN 14, 2003
 9:27:29 AM

Total Pages: 5

JORDING FEES - \$15.00
 203
 UNIT IMPROVEMENT \$2.00
 NO
 CORDER IMPROVEMENT \$3.00
 NO
 SPACED TO \$10.00
 SITE
 ATE WRT TAX \$0.50
 TAX \$30.50
 CUSTOMER
 CLEARFIELD BANK AND TRUST

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 JANUARY 20, 2003.....
 and the parties, their addresses and tax identification numbers, if required, are as follows:
 MORTGAGOR:

JOSEPH L HARZINSKI
 CYNTHIA A PASSMORE HARZINSKI

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

LENDER:

CLEARFIELD BANK & TRUST COMPANY
 407 WALNUT STREET
 CURWENSVILLE, PA 16833

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

CLEARFIELD COUNTY BOOK 1818 PAGE 107

The property is located in CLEARFIELD CO/JORDAN TWP at _____
 (County)
HC 1 BOX 79C _____, Pennsylvania 16661.....
 (Address) (City) (ZIP Code)

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

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 20,000.00..... 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. *(You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)*
- 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 executed by Mortgagor in favor of Lender 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.
- C. All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- 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.

In the event that Lender fails to provide any necessary notice of the right of rescission with respect to any additional indebtedness secured under paragraph B of this Section, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

- 5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due, and provide to Lender copies of all receipts on demand. Mortgagor agrees to make all payments when due and comply with all covenants of any prior security interest on the Property.
- 8. **DUE ON SALE.** 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, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
- 9. **PROPERTY CONDITION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary.
- 10. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed.

(page 2 of 4)

11. ASSIGNMENT OF LEASES AND RENTS. Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements and rents, issues and profits. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

12. DEFAULT AND REMEDIES. This Security Instrument will be in default if a default exists as to the Secured Debt, as provided in the written documentation of the debt. In the case of debt which is an open end home equity transaction, this means (a) the failure by a Consumer Borrower to make a payment when due on the open end home equity plan; (b) any Consumer Borrower engages in fraud or material misrepresentation in connection with the open end home equity plan; (c) any action or inaction by the Consumer Borrower or Grantor that adversely affects the Property or Lender's right in the property; or (d) any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal law and regulations.

Lender has all remedies available to it by law and equity, whether or not expressly set forth, and all remedies are distinct, cumulative and non-exclusive.

13. EXPENSES; ADVANCES ON COVENANTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This Security Instrument shall remain in effect until released.

14. INSURANCE. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires and shall include a standard mortgage clause in favor of Lender. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld.

15. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. Any provision that appoints Lender as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). Lender, by exercising any of its rights under this Security Instrument, does so for benefit of Lender. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular.

16. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security

(page 3 of 4)

Instrument or any evidence of debt without Mortgagor's consent. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

17. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any right to appraisal relating to the Property.

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

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

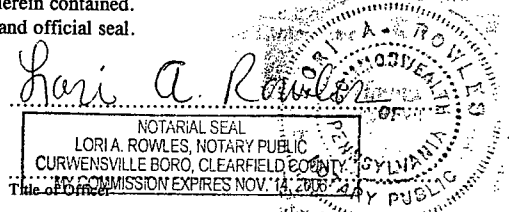
<i>Joseph L Harzinski</i> (Signature) JOSEPH L HARZINSKI	01/20/03 (Date)	<i>Cynthia A Passmore Harzinski</i> (Signature) CYNTHIA A PASSMORE HARZINSKI	01/20/03 (Date)
<i>Debra K Bowser</i> (Witness)		<i>Debra K Bowser</i> (Witness)	

ACKNOWLEDGMENT:

COMMONWEALTH OF PENNSYLVANIA COUNTY OF Clearfield } ss.

(Individual) On this, the ...20th... day of ...January... 2003....., before meLori A...Rowles..., the undersigned officer, personally appeared ...Joseph L...Harzinski and Cynthia A...Passmore Harzinski....., 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)



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

Debra K Bowser
.....
DEBRA K. BOWSER
OFFICE MANAGER

ALL those two certain tracts of land, the first having a dwelling house erected thereon, situated in the Township of Jordan, County of Clearfield, State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a point on Bayer Street, adjoining Lot No. 25; thence along Lot No. 25 One Hundred (100') feet to Wood Alley; thence along Wood Alley Eighty (80') feet to Lot No. 20; thence along Lot No. 20, One Hundred (100') feet to Bayer Street; thence along Bayer Street Eighty (80') feet to place of beginning, known and designated as Lot No. 22, on the general plan of the Village of McCartney.

EXCEPTING AND RESERVING, Nevertheless, all of the reservations set forth in prior deeds in the chain of title.

THE SECOND THEREOF: BEING Lot #20 in the plan of the McCartney town running along David Street, North Eighty-five degrees Twenty-nine minutes East (N 85° 29' E) One Hundred Ten (110') feet; thence along Byars Street North Thirty-seven degrees Thirty minutes West (N 37° 30' W) Seventy (70') feet; thence along Lot No. 200, One Hundred (100') feet to an alley; thence along Wood Alley, South Thirty-seven degrees Thirty minutes East (S 37° 30' E) to place of beginning.

AUG-25-2005 11:29 FROM: ABSTACTOR'S

814-765-1989

TO: 7652943

P.2

WARRANTY DEED - 1999

VOL 1818 PAGE 107
PLANKENHOFF CO WILLIAMSPORT, PA

County Parcel No. _____

This Deed,MADE the 23rd day of January
in the year nineteen hundred and — ninety-seven. —BETWEEN ALFRED M. DESMETT and THELMA M. DESMETT, his wife, both of 53 Condon
Street, Buffalo, New York 14207, Grantors and Parties of the First Part, _____

AND _____

JOSEPH L. HAZINSKY, single, and CYNTHIA A. PASSMORE, single, both of General
Delivery, New Millport, Pennsylvania 16861, as joint tenants with right of
survivorship, and not as tenants in common, Grantees and Parties of the Second
Part. _____

WITNESSETH, That in consideration of

FIFTEEN THOUSAND AND 00/100 (\$15,000.00) DOLLARS ----- Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantor-s — do hereby grant
and convey to the said granico-s. — their heirs and assigns. —ALL those two certain tracts of land, the first having a dwelling house erected
thereon, situated in the Township of Jordan, County of Clearfield, State of
Pennsylvania, bounded and described as follows: _____THE FIRST THEREOF: BEGINNING at a point on Bayer Street, adjoining Lot No. 25;
thence along Lot No. 25 One Hundred (100') feet to Wood Alley; thence along Wood
Alley Eighty (80') feet to Lot No. 20; thence along Lot No. 20, One Hundred
(100') feet to Bayer Street; thence along Bayer Street Eighty (80') feet to
place of beginning, known and designated as Lot No. 22, on the general plan of
the Village of McCartney. _____EXCEPTING AND RESERVING, Nevertheless, all of the reservations set forth in
prior deeds in the chain of title. _____THE SECOND THEREOF: BEING Lot #20 in the plan of the McCartney town running
along David Street, North Eighty-five degrees Twenty-nine minutes East (N 85°
29' E) One Hundred Ten (110') feet; thence along Byers Street North Thirty-seven
degrees Thirty minutes West (N 37° 30' W) Seventy (70') feet; thence along Lot
No. 200, One Hundred (100') feet to an alley; thence along Wood Alley, South
Thirty-seven degrees Thirty minutes East (S 37° 30' E) to place of beginning. _____

EXHIBIT "B"

AUG-25-2005 11:29 FROM:ABSTACTOR'S

814-765-1989

TO:7652943

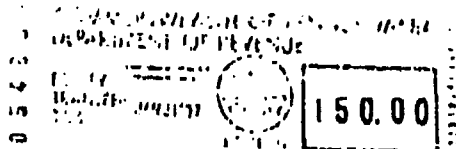
P.3

VOL 1818 PRO 108
EXCEPTING AND RESERVING, Nevertheless, all of the reservations set forth in prior deeds in the chain of title.

BEING the same premises as were granted and conveyed unto the Grantors herein by deed of William Hamm, also known as William Hamm, Jr., a widower, dated November 14, 1988, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume 1236, Page 049, on November 23, 1988.

MOSHANNON VALLEY SCHOOL DISTRICT
 1% REALTY TRANSFER TAX

AMOUNT \$ 150.00
 PAID 1-31-97 KARIN L. STARCK
 Date Agent



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



Karin L. Starck
 Karin L. Starck
 Recorder of Deeds

CLEARFIELD COUNTY
 ENTERED OF RECORD
 TIME 1-31-97
 BY Karin L. Starck
 FEES 150.00
 Karin L. Starck, Recorder

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1960", 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

Donald E. Galt
 as to both

Joseph L. Harkins
Cynthia A. Pasanora
 Joseph L. Harkins
 Cynthia A. Pasanora

This 31 day of January 1997

THIS DOCUMENT MAY 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 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 pursuant to Act No. 236, approved September 10, 1965, as amended.)

JOSEPH L HARZINSKI

HC 1 BOX 79C

MADERA PA 16661-9602

Borrower's Name and Address

"You" means each borrower above, jointly and severally.

CLEARFIELD BANK AND TRUST COMPANY

11 NORTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830

Lender's Name and Address

"We" or "us" means the lender named above.

No. <u>508748</u>	Initial Advance \$ <u>N/A</u>	Maturity Date <u>01/25/18</u>
Date <u>01/20/03</u>	Minimum Advance \$ <u>N/A</u>	Billing Cycle: Ends <u>10 days before due date</u>
Trans. Acct. # _____	Minimum Balance \$ <u>N/A</u>	of every _____ month
Line of Credit \$ <u>20,000.00</u>	Draw Period <u>180 months</u>	Payment Date <u>25</u>
Triggering Balance \$ <u>.00</u>	Repayment Period <u>180 months</u>	of every _____ month

HOME EQUITY LINE OF CREDIT

GENERALLY: This is an agreement about your home equity line of credit. Many of the terms we use in this agreement have special meanings. The term "loan account balance" means the sum of the unpaid principal of loans made under this plan, plus unpaid but earned finance charges, plus any credit insurance premiums that are due. "Transaction Account" means an account you carry with us. The number of this account is listed at the top of the form on the line labeled "Trans. Acct. #." "Line of Credit" means the maximum amount of principal we will ordinarily allow you to owe us under this plan at any time. "Triggering Balance" is the amount you must keep in your transaction account to prevent us from lending you money under this plan.

In addition, we will use the following terms for this home equity plan: "Initial Advance" means the amount of money we will require you to accept as an advance to open the plan. "Minimum Advance" means the smallest amount of money we will advance to you at your request. The "Minimum Balance" is the amount of principal of loans we will require you to maintain outstanding during the plan. If the principal balance outstanding falls below the minimum balance, you may have to pay a fee described below.

If any term of this agreement violates any law or for some other reason is not enforceable, that term will not be part of this agreement. This agreement is subject to the laws of the state where we are located. Any provision that appoints us as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). By exercising any of our rights under this agreement, we do so for our sole benefit.

☐ This agreement is subject to the provisions of the Secondary Mortgage Loan Act.

TAX DEDUCTIBILITY: You should consult a tax advisor regarding the deductibility of interest and charges under this home equity plan.

REQUESTING A LOAN: You request a loan under this plan by the following methods:

- ◆ You write a Home Equity Check that we have given you for this purpose.
- ◆ You request a withdrawal in person.
- ◆ You request a withdrawal by telephone.

HOW THE LOAN IS ADVANCED: When you request a loan, we will, subject to any limitations contained in this agreement, advance exactly the amount you request, so long as the requested amount equals or exceeds the minimum advance listed in this agreement. We will make the advance by depositing the amount in your transaction account, by advancing the money directly to you, or by paying a designated third person or account, depending on how we agree to make the advance. We will record the amount as a loan in your loan account.

If your request is for less than the minimum advance, we may, at our option, grant the request. However, granting the request does not mean we will be required to grant requests for less than the minimum advance in the future. We always have the option to deny any such request.

However, we will not ordinarily grant any request for a loan which would cause the unpaid principal of your loan account balance to be greater than the Line of Credit listed in this agreement. We may, at our option, grant such a request without obligating ourselves to do so in the future.

HOW FINANCE CHARGES ARE COMPUTED: Finance charges begin to accrue immediately when we make a loan to you. To figure the finance charge for a billing cycle, we apply a daily periodic rate of finance charge to the "average daily balance" of your loan account for the billing cycle. We then multiply that figure by the number of days in

the billing cycle. The average daily balance is computed as follows: First, we take your loan account balance at the beginning of the day and subtract any unpaid finance charges and credit insurance premiums (if any) that are due. Next, we subtract the portion of any payments or credits received that day which apply to the repayment of your loans. (A portion of each payment you make is applied to finance charges and credit insurance premiums, if any.) Then we add any new loans made that day. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

The daily periodic rate of **FINANCE CHARGE** is .0131 % which corresponds to an **ANNUAL PERCENTAGE RATE** of 4.7500 %. The annual percentage rate includes interest and not other costs.

VARIABLE RATE: The annual percentage rate may change, and will be .5000 % Above the following "base rate": the highest rate on corporate loans posted by at least 75% of the USA's 30 largest banks known as The Wall Street Journal Prime Rate and is published in The Wall Street Journal. The annual percentage rate may increase if this "base rate" increases. An increase will take effect on the first day of each month. An increase will result in an increase in the finance charge and it may have the effect of increasing your periodic minimum payment. The annual percentage rate will not increase more often than when the Prime Rate changes. A decrease will have the opposite effect of an increase disclosed above.

If the base rate changes more frequently than the annual percentage rate, we will always use the base rate in effect on the day we adjust the annual percentage rate to determine the new annual percentage rate. In such a case, we will ignore any changes in the base rate that occur between annual percentage rate adjustments.

The "annual percentage rate" referred to in this section is the annual rate which corresponds to the periodic rate applied to the balance as described above. This corresponding **ANNUAL PERCENTAGE RATE** will never exceed 18.0000 %, and will never exceed the highest allowable rate for this type of agreement as determined by applicable state or federal law.

The **ANNUAL PERCENTAGE RATE** will never decrease below 4.5000 %.

HOW YOU REPAY YOUR LOANS: On or before each payment date, you agree to make a minimum payment to reduce your debt. The minimum payment amount is the greater of \$100.00, or the sum of the following two items: (1) .555% of the principal balance of your loan account on the last day of the last billing cycle in which we make an advance to you, and (2) any finance charges or other charges due.

FINAL PAYMENT: On the maturity date listed in this agreement, you must pay the amount of any remaining loan account balance outstanding. The minimum payments may not be sufficient to fully repay the principal that is outstanding on your line. If they are not, you will be required to pay the entire outstanding balance in a single balloon payment.

We are not obligated to refinance your loan at that time, but will consider your request to do so. If you refinance this account at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain financing from us.

EXHIBIT "C"

(page 1 of 3)

ADDITIONAL REPAYMENT TERMS: If your loan account balance on a payment date is less than the minimum payment amount, you must pay only the loan account balance.

If you fail to make a payment, we may, but are not required to, advance money to you to make the payment. All the terms of this agreement would apply to such a loan.

You can pay off all or part of what you owe at any time. However, so long as you owe any amount you must continue to make your periodic minimum payment.

The amounts you pay will be applied first to any charges you owe other than principal and finance charges, then to any finance charges that are due, and finally to principal.

☐ **AUTOMATIC WITHDRAWAL:** If checked, you authorize us to automatically withdraw your payment from your transaction account on each payment date. If your transaction account does not have enough money in it to make the minimum payment, we may, but are not required to, lend you money to make the payment. All the terms of this agreement will apply to such a loan. If your loan account balance is less than the minimum payment amount, we will withdraw only the amount necessary to reduce your loan account balance to zero.

SET-OFF: You agree that we may set-off any amount due and payable under the terms of this agreement against your right to receive money from us, unless prohibited by applicable law. For example, our right of set-off does not apply to an Individual Retirement Account; other tax-deferred retirement account; or federal benefit, wage, salary and retirement payments held in an electronic transfer account (ETA). In addition, our right of set-off does not apply to an account or other obligation if your rights arise only in a representative capacity or if you can obtain credit under this agreement by using a credit card.

Your right to receive money from us includes any deposit or share account balance you have with us; any money owed to you on an item presented to us or in our possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this agreement" means the total amount of which we are entitled to demand payment under the terms of this agreement at the time we set off.

SECURITY: We have secured your obligations under this plan by taking a security interest (by way of a separate security agreement, mortgage

or other instrument dated 01/20/03) in the following property, described by item or type:

HC 1 BOX 79C MADERA PA 16661

Property securing any other loans that you have with us may also secure this agreement.

Filing fees \$ 59.00

You may buy property insurance from anyone you want who is acceptable to us.

CREDIT INSURANCE: Credit life insurance is not required to obtain credit.

We will provide no coverage unless you sign and agree to pay the additional cost. The rates listed below are applied to your actual daily balance to determine the premium you owe per billing cycle.

	TYPE	RATE
You <input checked="" type="checkbox"/> do <input type="checkbox"/> do not want	single credit life	<u>.0705</u>
You <input type="checkbox"/> do <input checked="" type="checkbox"/> do not want	joint credit life	
X <u>Joseph L Harzinski</u> X		

CHANGING THE TERMS OF THIS AGREEMENT: Generally, we may not change the terms of this agreement. However, we may change the terms in the following circumstances:

◆ If this is a variable rate plan, we may change the index and margin if the original index described in this agreement becomes unavailable. Any new index will have a historical movement similar to the original, and, together with a new margin, will produce a similar interest rate.

◆ We may make changes that you have agreed to in writing.

◆ We may make changes that unequivocally benefit you.

◆ We may make changes to insignificant terms of this agreement.

In addition, we may make the following specific changes, upon the occurrence of the events described:

◆ We will increase the **ANNUAL PERCENTAGE RATE** _____ % if you leave your position with us.

◆ We will increase the margin _____ % if you leave your position with us.

◆ We will increase the **ANNUAL PERCENTAGE RATE** _____ % if you fail to maintain a qualifying minimum balance of \$ _____ in a savings or money market account at our institution.

◆ We will increase the margin _____ % if you fail to maintain a qualifying minimum balance of \$ _____ in a savings or money market account at our institution.

◆ We will refuse to make additional extensions of credit or reduce your credit limit if the maximum annual percentage rate is reached.

If we are required to send notice of a change in terms, we will send the notice to your address listed in this agreement. (You should inform us of any change in address.)

ADDITIONAL CHARGES: You agree to pay the following additional charges:

◆ An additional fee of \$ _____ per year in order to participate in this plan. We will add this amount to your loan account balance on an annual basis.

◆ A late charge on any payment not paid within 15 days of the payment date of 5.000 % of the payment.

◆ Any charges we incur and pay to stop payment of a check drawn on your Line of Credit.

◆ A fee of \$ _____ for each check, negotiable order of withdrawal or draft you issue in connection with this loan that is returned because it has been dishonored.

◆ An overlimit fee \$ _____.

◆ Application Fee	\$ <u>25.00</u>	◆ Official Fees	\$ _____
◆ Appraisal	\$ _____	◆ Title Search	\$ <u>30.00</u>
◆ Property Survey	\$ _____	◆ Title Insurance	\$ _____
◆ Credit Report Fees	\$ <u>25.00</u>		
◆ Documentation Fees	\$ _____		
◆ (Other) <u>Flood Determination</u>			\$ <u>25.00</u>

ATTORNEY'S FEES: You agree to pay all our costs, including reasonable attorney's fees, that we incur in legal proceedings to collect or enforce this debt should you be in default.

NOTICE: Review the following page for additional terms and for information about your rights in the event of a billing error.

NOTICE TO BORROWER: This document contains provisions for a variable interest rate.

SIGNATURES: By signing below, you agree to the terms of this agreement and you promise to pay any amounts you owe under this agreement. You also state that you received a completed copy of the agreement on today's date.

Signature Joseph L Harzinski (SEAL)
JOSEPH L HARZINSKI

Signature _____ (SEAL)

By: DEBRA K. BOWSER
OFFICE MANAGER

ADDITIONAL TERMS

DEFAULT: You will be in default on this agreement if any of the following occur:

- (1) You engage in fraud or material misrepresentation in connection with this plan;
- (2) You fail to make a payment as required by this agreement;
- (3) Your action or inaction adversely affects the collateral or our rights in the collateral.

REMEDIES: We may terminate your account, require you to pay the entire outstanding balance in one payment and charge you a termination fee (if provided for in this agreement), and fees related to the collection of the amount owing, if you are in default in any manner described above. In that instance, we may take other action short of termination, such as charging you a fee if you fail to maintain required property insurance and we purchase insurance. We may also use our right of set-off as explained in this agreement.

Even if we choose not to use one of our remedies when you default, we do not forfeit our right to do so if you default again. If we do not use a remedy when you default, we can still consider your actions as a default in the future.

SUSPENSION OF CREDIT AND REDUCTION OF CREDIT LIMIT: We may temporarily prohibit you from obtaining additional extensions of credit, or reduce your credit limit if:

- (1) The value of the dwelling securing this home equity line of credit declines significantly below its appraised value for purposes of this line;
- (2) We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances;
- (3) You are in default of a material obligation of this agreement or any agreement securing this agreement, which shall include, but is not limited to, your ongoing obligation to supply us with information we feel we need to assess your financial condition;
- (4) A governmental action prevents us from imposing the annual percentage rate provided for in this agreement;
- (5) The action of a governmental body adversely affects our security interest to the extent that the value of the security interest is less than 120% of the home equity line;
- (6) The annual percentage rate corresponding to the periodic rate reaches the maximum rate allowed under this plan (if provided for in this agreement); or
- (7) A regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice.

In the event that we suspend your right to additional advances or reduce your credit line, we will send you notice of our decision at the address listed in this agreement. (You should inform us of any change in your address.) If we have based our decision to suspend or reduce your credit privileges on an assessment of your financial condition or performance under this plan, and you believe that your situation has changed, you must request that we re-evaluate your situation, and reinstate your credit privileges.

CREDIT INFORMATION: You agree to supply us with whatever information we reasonably feel we need to decide whether to continue this plan. We agree to make requests for this information without undue frequency, and to give you reasonable time in which to supply the information.

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- ◆ Your name and account number.
- ◆ The dollar amount of the suspected error.
- ◆ Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings, checking, share draft or other account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

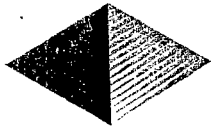
We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.



CLEARFIELD BANK
&
TRUST COMPANY

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

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE*

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

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

This Notice explains how the program works.

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION 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.

EXHIBIT "D"

HOMEOWNER'S NAME(S):

Joseph L. Harzinski

MAILING ADDRESS:

HC 1 Box 79C

Madera, PA 16661-9602

LOAN ACCT. NO.:

2069656

ORIGINAL LENDER:

Clearfield Bank & Trust Company

CURRENT LENDER/SERVICER:

Clearfield Bank & Trust Company

DATE:

May 26, 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 HC 1 BoxC, Bobs Rd., Madera, PA

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:

Principle Payments of \$328.92 + Interest Payments of \$295.44 = \$ 624.36

Other Charges (explain/itemize): Late Charges of \$21.29 + Credit Life Charges of \$33.97

TOTAL AMOUNT PAST DUE: \$679.62

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 \$ 679.62, 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, or on the front if space permits.

1. Article Addressed to:

Joseph L Harzinski
HC 1 Box 79C
Madera PA 16661

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Cynthia Harzinski

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Cynthia Harzinski

C. Date of Delivery

5-27-05

 D. Is delivery address different from item 1? ☒ Yes

If YES, enter delivery address below:

☐ No

91 Bobs Rd
Madera PA 16661

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7004 0550 0000 7173 0610

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

7004 0550 0000 7173 0610

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

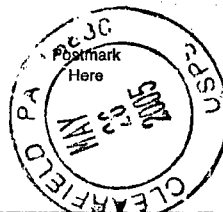
MEL Postage \$

Certified Fee

 Return Receipt Fee
(Endorsement Required)

 Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$



Sent To

Joseph L Harzinski

 Street, Apt. No.,
or PO Box No.

HC 1 Box 79C

City, State, ZIP+4

Madera PA 16661

PS Form 3800, June 2002

See Reverse for Instructions

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100872
NO: 05-1528-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

vs.

DEFENDANT: JOSEPH L. HARZINSKI AND CYNTHIA A. PASSMORE HARZINSKI

SHERIFF RETURN

NOW, October 19, 2005 AT 10:33 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOSEPH L. HARZINSKI DEFENDANT AT Meeting place: Rt. 879 Target Square, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CYNTHIA HARZINSKI, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED

019154391
FEB 08 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100872

NO: 05-1528-CD

SERVICE # 2 OF 2

COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

vs.

DEFENDANT: JOSEPH L. HARZINSKI AND CYNTHIA A. PASSMORE HARZINSKI

SHERIFF RETURN

NOW, October 19, 2005 AT 10:33 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CYNTHIA A. PASSMORE HARZINSKI DEFENDANT AT Meeting place: Rt.879 Target Square, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CYNTHIA A. HARZINSKI, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100872
NO: 05-1528-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY
vs.
DEFENDANT: JOSEPH L. HARZINSKI AND CYNTHIA A. PASSMORE HARZINSKI

SHERIFF RETURN

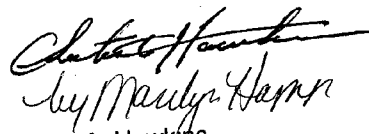
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	KIRK	248	20.00
SHERIFF HAWKINS	KIRK	248	67.11

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff