

05-1529-CD  
Clearfield B&T vs Sharon L. Hy

Clfd Bank & trust vs Sharon Hy  
2005-1529-CD

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

CLEARFIELD BANK AND TRUST : NO. 05-1529 CD  
COMPANY : Type of Pleading: Complaint  
v. : 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

**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  
OCT 13 2005 Atty pd.  
William A. Shar  
Prothonotary/Clerk of Courts  
85.00

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

CLEARFIELD BANK AND TRUST	:	NO.
COMPANY	:	Type of Pleading: Complaint
vi.	:	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 307 Weaver Street, Clearfield, Pennsylvania 16830, and a mailing address of 477 E 8<sup>th</sup> Street, Clearfield, Pennsylvania 16830.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendant dated May 15, 2003, in the principal amount of \$32,800.00, 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. 200308198 on May 15, 2003.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Third Ward of the Borough of Clearfield, 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 \$32,800.0000 as set forth in Promissory Note dated May 15, 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 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.

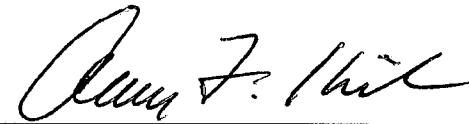
9. That to the best of the knowledge, information and belief of the Plaintiff, the Defendant is not on active duty with the armed forces of the United States.

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

(a)	Principal Balance	\$ 30,829.64
(b)	Interest per diem of 6.42284 from 3/15/05 to 9/02/05	\$ 1,279.84
(c)	Late Charges	\$ 170.20
(d)	Satisfaction Fee	\$ 28.50
(e)	Attorney Collection Fee	<u>\$ 3,082.96</u>
<b>FINAL TOTAL</b>		<b>\$35,391.14</b>

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendants in the amount of **\$35,391.14** 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 CYNKÄR, 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*  
Louis Cynkar, Vice President  
Lending Division Manager

Date: 10/03/05

KAREN L. STARCK  
 REGISTER AND RECORDER  
 CLEARFIELD COUNTY  
 Pennsylvania  
 INSTRUMENT NUMBER  
 200303193  
 RECORDED ON  
 May 15, 2003  
 3:04:27 PM  
 Total Pages: 7

— 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 ..... May 15, 2003.... and the parties, their addresses and tax identification numbers, if required, are as follows:

SHARON L. HY, 605 Mill Road, Clearfield, PA 16830

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

CLEARFIELD BANK & TRUST COMPANY of 11 North Second Street, P.O. Box 171,  
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 SHEET

The property is located in ..... **Clearfield** ..... (County) at ... **Clearfield Borough**...  
307 Weaver Street ..... **Clearfield** ..... Pennsylvania ..... 16830  
..... (Address) ..... (City) ..... (ZIP Code)  
Together with all rights, easements, appurtenances, royalties, mineral rights, oil and

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 \$ .32,800.00..... . 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.

PENNSYLVANIA - MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE)  
Expense © 1994 Bankers Systems, Inc., St. Cloud, MN Form RE-MTG-PA 7/14/2000

 (page 1 of 6)

EXHIBIT "A"

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- 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 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. 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.
  - All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
  - 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 rescission notice.
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 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:
- To make all payments when due and to perform or comply with all covenants.
  - To promptly deliver to Lender any notices that Mortgagor receives from the holder.
  - 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.

(page 2 of 6)

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

BEGINNING at a stake in the line of Weaver Street, which stake is seventy-five (75) feet in a southerly direction from the intersection of Weaver Street and an alley; thence by said Weaver Street in a southerly direction forty-two (42) feet to a point in the line of lot now or formerly of Warren J. Hoover; thence along a line perpendicular to Weaver Street and along the now or formerly Hoover lot in an easterly direction two hundred (200) feet to an alley; thence by said alley in a northerly direction thirty-two (32) feet to a lot now or formerly of Bruce E. Walther; thence in a westerly direction by the now or formerly Walther line sixty-five (65) feet to a stake; thence still by the now or formerly Walther line in a northerly direction ten (10) feet to a stake in the line of property now or formerly of Byron Bowes and his wife; thence by the said now or formerly Bowes, line in a westerly direction one hundred thirty-five (135) feet to a stake at Weaver Street and the place of beginning. Being a part of Lot No. 131 in the Third Ward of Clearfield Borough.

BEING the same premises conveyed to Sharon L. Hy by deed dated May 15, 2003, recorded just prior to this document as Clearfield County Instrument #2003-  
08197.



- 10. 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. 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.
- 11. 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.
- 12. 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 (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). 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 under the terms of this Security Instrument. 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 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 directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.
- 13. 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 (PUD), Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or PUD.
- 14. DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
- 15. 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.

**16. 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 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.

**17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and 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. 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 is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. 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.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

**18. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action 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.

**19. 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. 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 the 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 the 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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 its sole benefit. 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.

**24. 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.

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

*[Signature]* (page 5 of 6)

**26. 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.
- 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. This Security Instrument 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.
- 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.
- NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.**
- Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
  - Condominium Rider
  - Planned Unit Development Rider
  - Other .....
- 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

.....  
(Signature)

.....  
(Date)

.....  
(Signature) Sharon L. Hy

.....  
5/15/03  
(Date)

.....  
(Witness)

.....  
(Witness)

**ACKNOWLEDGMENT:**

COMMONWEALTH OF ... Pennsylvania ....., COUNTY OF ..... Clearfield ....., ss.  
On this, the ... 15th ..... day of ..... May 2003 ....., before me ~~XXXXXXXXXXXXXX~~ Nancy M. Smeal  
(Individual) 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)

.....  
Nancy M. Smeal  
NOTARIAL SEAL  
NANCY M. SMEAL, Notary Public  
Graham Township, Clearfield Co., PA  
Title of Officer  
My Commission Expires, May 4, 2006

It is hereby certified that the address of the Lender within named is: .....  
11 North Second Street, P.O. Box 171, Clearfield, PA 16830

.....  
Ann B. Wood

AUG-25-2005 09:13 FROM: ABSTRACTOR'S

814-765-1989

TO: 7652943

P.2

# DEED

MADE this 15TH day of May, 2003, between

LINDA G. HAIGHT, a single adult, of P.O. Box 42, Olanta, PA 16863;  
(hereinafter called "Grantor")

AND

SHARON L. HY, an adult individual, of 605 Mill Road, Clearfield, PA  
16830; (hereinafter called "Grantee")

WITNESSETH, that in consideration of Twenty-four Thousand and  
no/100(\$24,000.00) Dollars, in hand paid, the receipt whereof is  
hereby acknowledged, Grantor does hereby grant and convey to  
Grantee:

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

BEGINNING at a stake in the line of Weaver Street, which  
stake is seventy-five (75) feet in a southerly direction  
from the intersection of Weaver Street and an alley;  
thence by said Weaver Street in a southerly direction  
forty-two (42) feet to a point in the line of lot now or  
formerly of Warren J. Hoover; thence along a line  
perpendicular to Weaver Street and along the now or  
formerly Hoover lot in an easterly direction two hundred  
(200) feet to an alley; thence by said alley in a  
northerly direction thirty-two (32) feet to a lot now or  
formerly of Bruce E. Walther; thence in a westerly  
direction by the now or formerly Walther line sixty-five  
(65) feet to a stake; thence still by the now or formerly  
Walther line in a northerly direction ten (10) feet to a  
stake in the line of property now or formerly of Byron  
Bowes and his wife; thence by the said now or formerly

AUG-25-2003 09:14 FROM:ABSTRACTOR'S

814-765-1989

TO:7652943

P.3

Bowes, line in a westerly direction one hundred thirty-five (135) feet to a stake at Weaver Street and the place of beginning. Being a part of Lot No. 131 in the Third Ward of Clearfield Borough.

BEING the same premises conveyed to Linda G. Haight by deed dated September 1, 1988, recorded in Clearfield County Record Volume 1243, Page 30.

Grantor covenants that she 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).

## 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 B. WardAlison R. H. D.This 15th day of May, 2003

AUG-25-2005 09:14 FROM:ABSTRACTOR'S

814-765-1989

TO:7652943

P.4

IN WITNESS WHEREOF, the Grantor has hereunto set her hands and seals the day and year first above written.

Sealed and delivered in  
the presence of:

Ann B. Wood

Linda A. Haight

SEAL

Linda G. Haight

COMMONWEALTH OF PENNSYLVANIA

: SS:

COUNTY OF CLEARFIELD

:

On this, the 15<sup>th</sup> day of May, 2003, before me, the undersigned officer, personally appeared LINDA G. HAIGHT, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument and acknowledged that she has executed the same for the purposes therein contained.

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

Nancy M. Smeal

NOTARIAL SEAL  
NANCY M. SMEAL, Notary Public  
Graham Township, Clearfield Co., PA  
My Commission Expires, May 4, 2009.

CERTIFICATE OF RESIDENCE

The undersigned hereby certifies that the precise residence and complete address of the within named Grantee is:

605 Mill Road  
Clearfield, PA 16830

Ann B. Wood

Ann B. Wood, Esquire

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200303197

RECORDED ON

May 15, 2003

3:04:26 PM

Total Pages: 3

RECORDING FEES -	\$13.00
RECORDER	\$10.00
COUNTY IMPROVEMENT	\$2.00
LAND	
RECORDER IMPROVEMENT	\$3.00
LAND	
CS/ACCESS TO	
NOTICE	
STATE TRANSFER TAX	\$120.00
STATE MINT TAX	\$0.50
CLEARFIELD BOROUGH	\$120.00
CLEARFIELD AREA	\$120.00
SEARCHES	
TOTAL	\$508.50

CUSTOMER  
SELL, SIEBERBLATT & WOOD

SHARON L. HY 605 MILL RD CLEARFIELD PA 16830-3032	CLEARFIELD BANK & TRUST COMPANY 1935 DAISY STREET CLEARFIELD, PA 16830	Loan Number 922412 Date 05/15/03 Maturity Date 05/15/18 Loan Amount \$ 32,800.00 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 Thirty two thousand eight hundred & no/100 Dollars \$ 32,800.00  
 Single Advance: I will receive all of this principal sum on 05/15/03. 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 MAY 15, 2003 at the rate of 7.5000 % per year until MAY 15, 2008.

Variable Rate: This rate may change as stated below.

Index Rate: The future rate will be 1.500% Above the following index rate:

CLEARFIELD BANK AND TRUST COMPANY BASE 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 Daily.

A change in the interest rate will take effect Daily.

Limitations: During the term of this loan, the applicable annual interest rate will not be more than N/A % or less than N/A %. The rate may not change more than N/A % each N/A.

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.

ACCRUAL 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: \$25 CREDIT/\$25 FLOOD/\$50 DOC FEE/\$275 APPRAISAL FEES

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

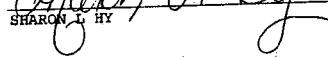
Instalments: I agree to pay this note in 60 payments. The first payment will be in the amount of \$ 306.15 and will be due JUNE 15, 2003. A payment of \$306.15 will be due Monthly thereafter. The final payment of the entire unpaid balance of principal and interest will be due MAY 15, 2018

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 within the jurisdiction over this matter and to confess judgment against me at any time without stay of execution. I waive notice, services of process, and process. I agree and understand that judgment may be confessed against me for any unpaid principal, accrued interest, and any and all other charges due on this note, plus collection costs and reasonable attorney fees up to 15% per year of the principal amount. 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 and I 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 & INTEREST PAYMENTS WILL BE DUE THAT WILL AMORTIZE THE REMAINING LOAN BALANCE OVER THE REMAINING 10 YEAR TERM. INTEREST WILL ACCRUE BASED UPON THE VARIABLE RATE AS DISCLOSED ABOVE.

PURPOSE: The purpose of this loan is BUSINESS/REFINANCE RENTAL PROPERTY

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

  
SHARON L. HY

SECURITY: This note is separately secured by (describe separate document by type and date):  
MORTGAGE DATED 05/15/03

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

  
LINDA S. STARR  
VICE PRESIDENT

Exclera © 1984, 1981 Bankers Systems, Inc., St. Cloud, MN Form UN-PA 8/27/2000

UNIVERSAL NOTE  
(page 1 of 2)

Exhibit "C"

**DEFINITIONS:** As used on page 1, "I" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

**APPLICABLE LAW:** The law of the state of Pennsylvania will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement. Any provision that appoints you as an agent is not subject to the provisions of 22 P.S.C.A. Section 5601 et seq. (Chapter 56: Decedents, Estates and Fiduciaries Code). By exercising any of your rights under this note, you do so for your sole benefit.

**PAYMENTS:** Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remaining unpaid principal will then reduce accrued unpaid interest and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay all or part of, or the entire balance of, this loan without penalty, unless we specify to the contrary on this note. Any partial repayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

**INTEREST:** Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive that advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

agreement, you agree to refund it to me.

**INDEX RATE:** The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

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

method is stated, then you may use any reasonable accrual method for calculating interest.

**POST MATURITY RATE:** For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the earliest of the following:

earliest of the following:

- (a) the date of the last scheduled payment indicated on page 1 of this note;
- (b) the date you accelerate payment on the note; or

(b) the date you accelerate payment on the note; or  
(c) after the entry of judgment on this note by confession or otherwise and applies to amounts owed under this note on any such judgment until paid in full.

**SINGLE ADVANCE LOANS:** If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to your account, but you may not pay any amounts described in the "PAYMENTS BY LENDER" paragraph below.

**MULTIPLE ADVANCE LOANS:** If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is a closed end credit, repaying a part of the principal will not entitle me to an additional credit.

**ADVANCE PROCEDURE AND MEANS:** You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as You and I agree. The advance(s) will occur upon consummation of the loan and as You and I agree, except that no

advances(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

**"Right to receive money from you"** means:  
the right to receive payment from you.

(1) any deposit account balance I have with you;  
(2) any money owed to me on an item presented to you or in your possession for collection or exchange; and  
(3) any purchase agreement or other nondeposit obligation.

(3) any repurchase agreement or other nondeposit obligation.

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

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a

representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

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

**REAL ESTATE OR RESIDENCE SECURITY:** If this note is secured by real

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

**DEFALKT:** I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor or mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the debt I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season; (11) my loan proceeds are used for a purpose that will contribute to encroaching erosion of my 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. **REMEDIES:** If I am in default on this note you have, but are not limited to, the following remedies:

- the following remedies:

  - (1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).
  - (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "Set-Off" paragraph herein.
  - (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
  - (4) You may refuse to make advances to me or allow purchases on credit by me.

credit by me.

(5) You may use any remedy you have under state or federal law. By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event as a default, you do not waive your right to later consider the event as a default if it continues or happens again.

**COLLECTION AGREEMENT**

**COLLECTION COSTS AND ATTORNEY'S FEES:** I agree to pay all costs of collection, replat or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fees you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**WAIVER:** I give up my rights (to the extent permitted by law) to require you to do certain things. I will not require you to:

- (1) demand payment of amounts due (presentment);
- (2) obtain official certification of nonpayment (protest); or
- (3) give notice that amounts due have not been paid (notice of nonpayment).

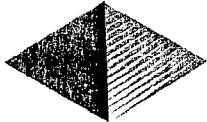
I waive any defenses I have based on suretyship or impairment of collateral.

**OBLIGATIONS INDEPENDENT:** I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may do so without any notice that has not been paid (notice of dishonor). You may without notice release

any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. Of course, you are entitled to only one payment in full. I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

**CREDIT INFORMATION:** I agree and authorize you to obtain credit information about me from time to time (for example, by requesting a credit report) and to report to others your credit experience with me (such as a credit reporting agency). I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate and complete.

**NOTICE:** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.



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

CLEARFIELD BANK  
&  
TRUST COMPANY

## ACT 91 NOTICE

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

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

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

This Notice explains how the program works.

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

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

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

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

#### EXHIBIT "D"

##### 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

###### PHILIPSBURG OFFICE

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

HOMEOWNER'S NAME(S):	<u>Sharon L. Hy</u>
MAILING ADDRESS:	<u>1894 Martin St. Ext.</u>
	<u>Clearfield, PA 16830-7121</u>
LOAN ACCT. NO.:	<u>922412</u>
ORIGINAL LENDER:	<u>Clearfield Bank &amp; Trust Company</u>
CURRENT LENDER/SERVICER:	<u>Clearfield Bank &amp; Trust Company</u>
DATE:	<u>February 17, 2005</u>

### **HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

- \* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- \* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- \* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** --- The MORTGAGE debt held by the above lender on your property located at Rental – 307 Weaver Street, Clearfield

---

**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 @ \$306.15 = \$918.45

Other Charges (explain/itemize): Late Charges of \$286.90

**TOTAL AMOUNT PAST DUE: \$1,205.35**

---

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 \$ 1,205.35 , PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

N/A

---

---

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

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

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

- \* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- \* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- \* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- \* TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

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

**SENDER: COMPLETE THIS SECTION**

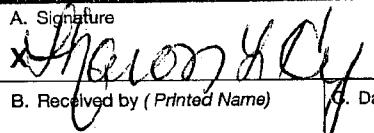
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Sharon L Hy  
1894 Martin St Ext  
Clearfield PA 16830

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature



Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

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:

7004 0550 0000 7173 0252

(Transfer from service label)

Domestic Return Receipt

102595-02-M-1540

PS Form 3811, August 2001

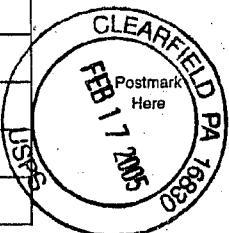
7004 0550 0000 7173 0252

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

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

Postage  
M E L  
Certified Fee

\$

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

Total Postage &amp; Fees \$

Sent To: Sharon L Hy  
 Street, Apt. No. 1894 Martin St Ext.  
 or PO Box No.  
 City, State, ZIP 4  
 Clearfield PA 16830

PS Form 3800, June 2002

See reverse for instructions

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100873  
NO: 05-1529-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY  
vs.  
DEFENDANT: SHAROL 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

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	KIRK	244	10.00
SHERIFF HAWKINS	KIRK	244	20.37

**FILED**

FEB 09 2006

6/8/05  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

Day of 2006

So Answers,

*Chester A. Hawkins  
by Maelyn Henry*  
Chester A. Hawkins  
Sheriff

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

CLEARFIELD BANK AND TRUST : NO. 05-1529-CD  
COMPANY :  
v. : Type of Pleading: PRAECIPE FOR ENTRY  
: OF DEFAULT JUDGMENT  
: 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

FILED *(R)*

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

TO PROTHONOTARY OF CLEARFIELD COUNTY:

JUN 19 2006  
m 12:30 (w)  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 CENT w/return to  
Defn

Please enter Default Judgment in the amount of **THIRTY-FIVE THOUSAND THREE HUNDRED NINETY-ONE AND 14/100 (\$35,391.14) DOLLARS** together with interest and costs of this suit on the above-captioned Defendant due to the Defendant's failure to enter an appearance or file an Answer within the allotted twenty (20) day limit.

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC

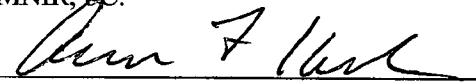
Date: June 13, 2006

  
\_\_\_\_\_  
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

FILE COPY

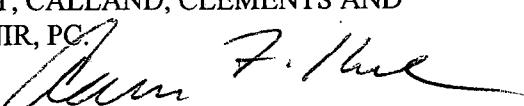
CLEARFIELD BANK AND TRUST : NO. 05-1529-CD  
COMPANY :  
v. : Type of Pleading: Complaint  
: Filed on Behalf: Plaintiff  
: SHARON L. HY : Counsel of Record for this Party:  
: BABST, CALLAND, CLEMENTS AND  
: ZOMNIR, PC.  
: ALAN F. KIRK, ESQUIRE  
: Supreme Court # 36893  
: 328 Innovation Boulevard, Suite 200  
: State College, PA 16803  
: Telephone: (814) 867.8055  
: Fax: (814) 867.8051  
: Email: [akirk@bccz.com](mailto: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:

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 5106, RRR and First Class U.S. Mail

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

Mr. Shaw O. Ny  
477 E. 8th Street  
Clarendon, PA 16830

**2. Article Number**

(Transfer from service label)

PS Form 3811, August 2001

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

*Mr. Shaw O. Ny*

Agent  
 Addressee

**B. Received by (Printed Name)**

*Mr. Shaw O. Ny*

Date of Delivery  
*May 17 2006*

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

**3. Service Type**

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

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

7002 0860 0006 7538 5106

Domestic Return Receipt

102595-01-M-2509

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

**OFFICIAL USE**

Postage	\$ 39
Certified Fee	\$ 4.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.64

39  
4.40  
1.85  
MAY 16 2006  
BELLFONTE PA 16823  
Postmark  
USPS

**Sent To**Street, Apt. No.;  
or PO Box No.

City, State, ZIP+4

PS Form 3800, April 2002

See Reverse for Instructions

CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

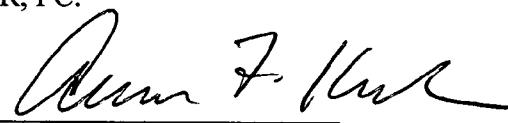
CLEARFIELD BANK AND TRUST : No. 05-1529-CD  
COMPANY, :  
Plaintiff :  
vs. :  
: Filed on Behalf of: Plaintiff  
SHARON L. HY :  
: :  
Defendant :  
: Counsel of Record for this Party:  
: BABST, CALLAND, CLEMENTS AND  
: ZOMNIR, PC.  
: ALAN F. KIRK, ESQUIRE  
: Supreme Court # 36893  
: 328 Innovation Boulevard, Suite 200  
: State College, PA 16803  
: (814) 867.8055  
: (814) 867.8051

**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. 05-1529-CD** in the principal amount  
of **\$35,391.14** together with interest and costs of suit.

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

Dated: **June 13, 2006**



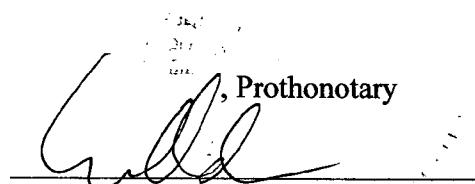
Alan F. Kirk, Esquire  
Attorney for the Plaintiff  
328 Innovation Boulevard, Suite 200  
State College, PA 16803

CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 05-1529-CD
Plaintiff	:	
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

TO: **Ms. Sharon L. Hy**  
**477 8<sup>th</sup> Street**  
**Clearfield, PA 16830**

Notice is given that a JUDGMENT in the above-captioned matter has been entered  
against you in the amount of \$ 35,391.14 on June 14, 2006.

  
, Prothonotary

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

CLEARFIELD BANK AND TRUST : No. 05-1529-CD  
COMPANY, :  
Plaintiff :  
: Type of Pleading: PRAECIPE FOR WRIT  
V. : OF EXECUTION  
: :  
SHARON L. HY, :  
Defendant :  
:

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

Issue writ of execution in the above matter,

Amount due: **\$35,391.14**

Plus continuing interest on the principal balance from June 19, 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 Praecep is based on a Default Judgment. The Prothonotary is authorized to issue the Praecep 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

*Alan F. Kirk*

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

Dated: *10-19-06*

**FILED** Atty pd  
m1130d 20.00  
OCT 25 2006  
ccsle  
William A. Shaw  
Prothonotary/Clerk of Courts  
writs to  
Shff  
60

Exhibit "A"

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

BEGINNING at a stake in the line of Weaver Street, which stake is seventy-five (75) feet in a southerly direction from the intersection of Weaver Street and an alley; thence by said Weaver Street in a southerly direction forty-two (42) feet to a point in the line of lot now or formerly of Warren J. Hoover; thence along a line perpendicular to Weaver Street and along the now or formerly Hoover lot in an easterly direction two hundred (200) feet to an alley; thence by said alley in a northerly direction thirty-two (32) feet to a lot now or formerly of Bruce E. Walther; thence in a westerly direction by the now or formerly Walther line sixty-five (65) feet to a stake; thence still by the now or formerly Walther line in a northerly direction ten (10) feet to a stake in the line of property now or formerly of Byron Bowes and his wife; thence by the said now or formerly Bowes, line in a westerly direction one hundred thirty-five (135) feet to a stake at Weaver Street and the place of beginning. Being a part of Lot No. 131 in the Third Ward of Clearfield Borough.

BEING the same premises conveyed to Linda G. Haight by deed dated September 1, 1988, recorded in Clearfield County Record Volume 1243, Page 30.

Grantor covenants that she 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).

## 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:

11-21-1988

*Elanor B. H.*

**EXHIBIT "B":**

**AFFIDAVIT PURSUANT TO RULE 3129.1**

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

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

**Ms. Sharon L. Hy  
477 E. 8<sup>th</sup> Street  
Clearfield, PA 16830**

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

**Ms. Sharon L. Hy  
477 E. 8<sup>th</sup> 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**

**Commonwealth of Pennsylvania**

**Elma Morris et al.**

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:

10-15-06

Alan F. Kirk  
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. 05-1529-CD
Plaintiff	:	Type of Pleading: WRIT OF EXECUTION
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

WRIT OF EXECUTION  
NOTICE

**TO:** Ms. Sharon L. Hy  
477 E. 8<sup>th</sup> 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 : No. 05-1529-CD  
COMPANY, :  
Plaintiff :  
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

**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**

CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No. 05-1529-CD  
COMPANY, :  
Plaintiff :  
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](mailto:akirk@bccz.com)

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

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

**TERMS OF SALE**

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

**NOTICE**

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

CHESTER A. HAWKINS, SHERIFF

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

Clearfield Bank & Trust Company

CC: Y

Vs.

NO.: 2005-01529-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: **\$35,391.14**

INTEREST: continuing interest on the principal balance from June 19, 2006  
DATE: 10/25/2006

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

SHERIFF: \$  
ATTY'S COMM: \$  
OTHER COSTS: \$

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

\_\_\_\_\_  
Sheriff

William A. Shaw  
William A. Shaw  
Prothonotary/Clerk Civil Division

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

Exhibit "A"

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

BEGINNING at a stake in the line of Weaver Street, which stake is seventy-five (75) feet in a southerly direction from the intersection of Weaver Street and an alley, thence by said Weaver Street in a southerly direction forty-two (42) feet to a point in the line of lot now or formerly of Warren J. Hoover; thence along a line perpendicular to Weaver Street and along the now or formerly Hoover lot in an easterly direction two hundred (200) feet to an alley; thence by said alley in a northerly direction thirty-two (32) feet to a lot now or formerly of Bruce E. Walther; thence in a westerly direction by the now or formerly Walther line sixty-five (65) feet to a stake; thence still by the now or formerly Walther line in a northerly direction ten (10) feet to a stake in the line of property now or formerly of Byron Bowes and his wife; thence by the said now or formerly Bowes, line in a westerly direction one hundred thirty-five (135) feet to a stake at Weaver Street and the place of beginning. Being a part of Lot No. 131 in the Third Ward of Clearfield Borough.

BEING the same premises conveyed to Linda G. Haight by deed dated September 1, 1988, recorded in Clearfield County Record Volume 1243, Page 30.

Grantor covenants that she 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).

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1986" 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:

10-21-xx/

*Byron Bowes*

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

FILED NO CC  
11:11 AM JAN 04 2007  
SFC

William A. Shaw  
Prothonotary/Clerk of Courts

CLEARFIELD BANK AND TRUST : No. 05-1529-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: WRIT OF EXECUTION  
: :  
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

**AFFIDAVIT OF SERVICE**

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

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

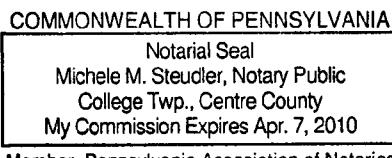
BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC

*Alan F. Kirk*

Alan F. Kirk, Esquire

Sworn to and subscribed before me this  
5th day of December 2006.

*Michele M. Steudler*  
Notary Public



Member, Pennsylvania Association of Notaries

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

CLEARFIELD BANK AND TRUST : No. 05-1529-CD  
COMPANY, :  
Plaintiff :  
: Type of Pleading: WRIT OF EXECUTION  
: 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

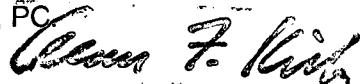
**AFFIDAVIT PURSUANT TO RULE 3129**

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

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

Date: 10/27/06

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC



Alan F. Kirk, Esquire  
Attorney for Plaintiff

CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No. 05-1529-CD

COMPANY,

Plaintiff :

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](mailto:akirk@bccz.com)

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

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

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

COUNTY COURTHOUSE, 1 N. SECOND STREET, SUITE 116, CLEARFIELD, PA 16830 at FRIDAY, JANUARY 5, 2007

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**

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CHESTER A. HAWKINS, SHERIFF



Exhibit "A"

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## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1968" 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:

*Sharon E. Hy*

SEIZED, taken in execution to be sold as the property of SHARON E. HY, at the suit of CLEARFIELD BANK AND TRUST COMPANY. JUDGMENT NO. 05-1529-CD

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

U.S. Sharon S. Hy  
477 E. 8th Street  
Clearfield, PA 16830

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X**
 Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from service label)

7005 0390 0005 0664 2784

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

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

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

7005	0390	0005	0664	2784	MAILED FROM ZIP CODE
Postage \$ .39					421
Certified Fee \$ .40					421
Return Receipt Fee (Endorsement Required) \$ 1.85					421
Restricted Delivery Fee (Endorsement Required)					421
Total Postage & Fees \$ 4.64					421

Sent To

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

City, State, ZIP+4

U.S. Sharon S. Hy  
477 E. 8th Street  
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:		X307E	
<u>338 Innovation Blvd. Ste. 300</u> <u>State College, PA 16803</u>			
One piece of ordinary mail addressed to: <u>Commonwealth of Pennsylvania</u> , <u>Dist. of Revenue / Bureau of Int. Taxes</u> <u>Dist. 180510</u> <u>Partis/WJ, PA 17118-0510</u>			
MAILED FROM ZIP CODE		00000	

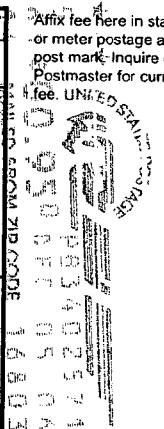
PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:		X307E	
<u>338 Innovation Blvd. Ste. 300</u> <u>State College, PA 16803</u>			
One piece of ordinary mail addressed to: <u>Clelfeld County Tax Collector</u> , <u>Clelfeld, PA 16830</u>			
MAILED FROM ZIP CODE		00000	

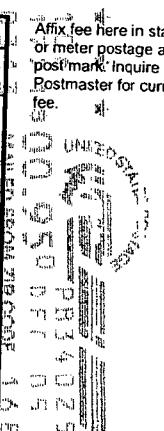
PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:		X307E	
<u>338 Innovation Blvd. Ste 300</u> <u>State College, PA 16803</u>			
One piece of ordinary mail addressed to: <u>Elmer Warren et al.</u> , <u>317 Basin Street</u> <u>Clelfeld, PA 16830</u>			
MAILED FROM ZIP CODE		00000	

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:		Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee. 	
<u>3706</u> <u>3706 INNOVATION Blvd. Ste. 100</u> <u>State College, PA 16803</u>			
One piece of ordinary mail addressed to:			
<u>Mr. Sharone R. Hy</u> <u>111 E. 8th Street</u> <u>Clearfield, PA 16830</u>			

PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:		Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee. 	
<u>3706</u> <u>3706 INNOVATION Blvd. Ste. 100</u> <u>State College, PA 16803</u>			
One piece of ordinary mail addressed to:			
<u>Clearfield Bank and Trust Co.</u> <u>111 E. 8th Street</u> <u>Clearfield, PA 16830</u>			

PS Form 3817, January 2001

**EXHIBIT "B":**

**AFFIDAVIT PURSUANT TO RULE 3129.1**

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

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

**Ms. Sharon L. Hy  
477 E. 8<sup>th</sup> Street  
Clearfield, PA 16830**

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

**Ms. Sharon L. Hy  
477 E. 8<sup>th</sup> 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**

**Commonwealth of Pennsylvania  
Department of Revenue  
Bureau of Individual Taxes  
Dept. 280510  
Harrisburg, PA 17128-0510**

**Elma Morris et al.  
317 Daisy 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

Alan F. Kirk

Date: 10/27/06

Alan F. Kirk, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20463  
NO: 05-1529-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

vs.

DEFENDANT: SHARON L. HY

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 10/25/2006

LEVY TAKEN 10/31/2006 @ 1:21 PM

POSTED 10/31/2006 @ 1:21 PM

SALE HELD 01/05/2007

SOLD TO CLEARFIELD BANK AND TRUST COMPANY

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 10/08/2007

DATE DEED FILED 09/25/2007

PROPERTY ADDRESS 307 WEAVER STREET CLEARFIELD , PA 16830

**SERVICES**

10/31/2006 @ 1:32 PM SERVED SHARON HY

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

FILED  
10/31/2007  
OCT 08 2007  
W.A. Shaw  
Clerk of Courts

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20463  
NO: 05-1529-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

vs.

DEFENDANT: SHARON L. HY

Execution REAL ESTATE

**SHERIFF RETURN**

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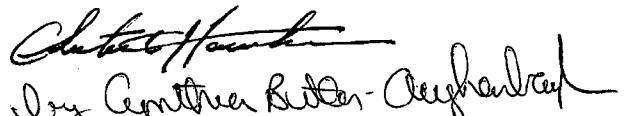
SHERIFF HAWKINS \$204.68

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

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

So Answers,

  
by *Cynthia Bitter-Aspinwall*  
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.: 2005-01529-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;

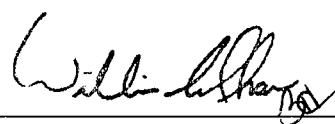
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$35,391.14

INTEREST: continuing interest on the principal balance from June 19, 2006  
DATE: 10/25/2006

PROTHONOTARY'S COSTS PAID: \$125.00

SHERIFF: \$  
ATTY'S COMM: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

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

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

Chesler A. Hawkins  
Sheriff By Cynthia Butler-Aylenback

Exhibit "A"

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

BEGINNING at a stake in the line of Weaver Street which stake is seventy-five (75) feet in a southerly direction from the intersection of Weaver Street and an alley; thence by said Weaver Street in a southerly direction forty-two (42) feet to a point in the line of lot now or formerly of Warren J. Hoover; thence along a line perpendicular to Weaver Street and along the now or formerly Hoover lot in an easterly direction two hundred (200) feet to an alley; thence by said alley in a northerly direction thirty-two (32) feet to a lot now or formerly of Bruce E. Walther; thence in a westerly direction by the now or formerly Walther line sixty-five (65) feet to a stake; thence still by the now or formerly Walther line in a northerly direction ten (10) feet to a stake in the line of property now or formerly of Byron Bowes and his wife; thence by the said now or formerly Bowes, line in a westerly direction one hundred thirty-five (135) feet to a stake at Weaver Street and the place of beginning. Being a part of Lot No. 131 in the Third Ward of Clearfield Borough.

BEING the same premises conveyed to Linda G. Haight by deed dated September 1, 1988, recorded in Clearfield County Record Volume 1243, Page 30.

Grantor covenants that she 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).**

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1968" 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:

*Linda G. Haight*

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME SHARON HY NO. 05-1529-CD

NOW, October 08, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on January 05, 2007, I exposed the within described real estate of 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 SERVICE	15.00	DEBT-AMOUNT DUE	35,391.14
MILEAGE	15.00	INTEREST @ %	0.00
LEVY	2.00	FROM 06/19/2006 TO 01/05/2007	
MILEAGE	2.00	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	4.68	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	20.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE	15.00	ESCROW DEFICIENCY	
DEED	30.00	PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT	1.00	TOTAL DEBT AND INTEREST	\$35,411.14
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00		
BILLING/PHONE/FAX	5.00	ADVERTISING	581.38
CONTINUED SALES		TAXES - COLLECTOR	1,783.22
MISCELLANEOUS		TAXES - TAX CLAIM	
		DUE	
TOTAL SHERIFF COSTS	\$204.68	LIEN SEARCH	100.00
DEED COSTS:		ACKNOWLEDGEMENT	5.00
ACKNOWLEDGEMENT	5.00	DEED COSTS	30.50
REGISTER & RECORDER	30.50	SHERIFF COSTS	204.68
TRANSFER TAX 2%	0.00	LEGAL JOURNAL COSTS	198.00
TOTAL DEED COSTS	\$30.50	PROTHONOTARY	125.00
		MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
		TOTAL COSTS	\$3,067.78

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